Agenda

Council of the Local Elected Officials

June 6, 2025	9:00 AM	Missouri Job Center 1660 N Campbell Ave Springfield, MO 65803

Join Zoom Meeting
https://zoom.us/j/91348990614?pwd=lvbT17KVaAwPUlcCPWAi9sj25PjpD9.1

Meeting ID: 913 4899 0614
Passcode: 393426

1. Call to Order

2. Roll Call

3. Approval of Minutes

3.1. Minutes of February 27, 2025, CLEO Meeting

4. New Business

4.1. Finance Report (*Needs Action*)

4.2. Modification of the Plan of Service (*Needs Action*)

4.3. Renewal and Modification of Consultant Agreement with Bill Skains (*Needs Action*)

4.4. ORWDB Candidate (*Needs Action*)

5. Reports

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5.1. ORWDB Report (*Andrea Sitzes, Board Chair*)

5.2. City of Springfield Report (*Ericka Schmeeckle, Asst. Director WEV*)

6. Adjourn

Ozark Region

Council of Local Elected Officials
Meeting Minutes
February 27, 2025

Call to Order			
	A meeting of the Council of Local Elected Officials was held via Zoom on Thursday, February 27, 2025. The meeting convened at 3:35 p.m., Commissioner Bob Dixon presiding.		
Roll Call			
	Ms. MacNeil called roll and indicated a quorum.		
Attendance			
√ Notes in attendance			
CLEO Members	√Bob Dixon	√John Crawford	√Mark Maples
	Lynn Morris	√Nick Plummer	√Paul Ipock
	√Shannon Hancock		
Guests in Attendance	Amanda Ohlensehlen, Andrea Sitzes, Bill Skains, Carmen May, Cindi Koenneker, Cynthia Collins, Diane Rozier, Ericka Schmeeckle, Jason Ray, Jody Vernon, Karen Dowdy, Katherine Proctor, Kevin McGill, Laura Vales, Maddy MacNeil, Marta Mieze, Robin McHugh, and Toby Stevenson.		
Approval of Minutes			
ORWDB & CLEO Meeting Minutes from December 11, 2024	Commissioner Dixon asked for any additions or corrections to the minutes. *Motion was made by Paul Ipock and seconded by Shannon Hancock to approve the minutes of the December 11, 2024, ORWDB & CLEO meeting as presented.* ***Motion carried.***		
New Business			

Finance Report	Mr. Stevenson gave the finance report as of December 2024.
	• RESEA had been fully expended. The state had been contacted regarding additional funding. The response was that the FY23 funding was expended, and contracts were underway for the new round of funding.
	• EO was 6.35% expended.
	• PY23/FY24 Dislocated Worker and Adult programs
	  o The PY23 Dislocated Worker program was fully expended, with zero budget variance.
	  o The FY24 Dislocated Worker program was fully expended, with zero budget variance.
	  o The PY23 Adult program was fully expended.
	  o The FY24 Adult program was fully expended.
	  o The operating to participant cost ratio was 63% to 37%, respectively.
	  o 67 participants were included in the Dislocated Worker and Adult programs for the December 2024 reporting cycle.
	• PY23 Youth programs
	  o 97.34% expended.
	  o The remaining funding was reserved for Work Experience.
	  o Had met the required 20% WEP.		

	- 24 Youth participants were included in the December 2024 reporting cycle.
	• PY24/FY25 Dislocated Worker and Adult programs
	  - The PY24 Dislocated Worker program was fully expended.
	  - The FY25 Dislocated Worker program was 30.77% expended.
	  - The PY24 Adult program was 50.04% expended.
	  - The FY25 Adult program was 8.2% expended.
	  - The operating to participant cost ratio was 83% to 17%, respectively.
	  - 67 participants were included in the Dislocated Worker and Adult programs for the December 2024 reporting cycle.
	• PY24 Youth programs
	  - Was 16.19% expended.
	  - Was at 4% WEP.
	  - 24 Youth participants were included in the December 2024 reporting cycle.
	• Board Budget
	  - Mr. Stevenson stated that the presentation was made prior to some changes, and had some updates that needed to be made.
	  - Summary
	    ▪ FY23 budget was $19,446.33
	    ▪ FY24 budget was $18,597.61
	    ▪ The FY23/FY24 combined budget was $38,043.94
	    ▪ $7,096.84 had been expended.
	    ▪ There was an expected $18,088.00 of future expenditures.
	    ▪ After the expended and expected expenditure, there was $12,859.10 remaining.
	  - Expended funds breakdown
	    ▪ $5,700.00 for Consulting
	    ▪ $107.70 for Food supplies
	    ▪ $487.00 for Insurance premium
	    ▪ $15.00 for Membership dues
	    ▪ $149.90 for Non-capital computer
	    ▪ $629.00 for Other professional services
	    ▪ $8.24 for Postage
	  - Expected expenditures breakdown
	    ▪ $1,500.00 for Consulting (Bill)
	    ▪ $588.00 for Insurance premium
	    ▪ $1,800.00 for DADCO
	    ▪ $9,800.00 for DADCO
	    ▪ $4,400.00 for DADCO

	A motion was made by Shannon Hancock and seconded by Paul Ipock to approve the Finance Report. ***Motion carried.***
Stipend Policy	Ms. Dowdy explained that the state had distributed an Issuance that required changes to the Stipend Policy. The revised policy reflected those changes. One of the changes was to increase the amounts per week from $100 to $150 for a maximum of $1,200 – previously a maximum of $900. Ms. Dowdy noted that the policy had been in place, but had not been used. She noted that extreme need was a requirement, and due to the process of stipends, when handed out, there was no tracking of how the stipend was used. *A motion was made by Paul Ipock and seconded by Mark Maples to approve the Stipend Policy as presented. The motion* ***carried.***
Renewal of Agreements (One-Stop Operator, Fiscal, Administrative, Youth)	Ms. Schmeeckle explained that the Board had approved recommending renewing the agreements on a month-to-month basis, with recurring renewal of the agreements. The agreements would still require a 120-day notice if the agreements were to be terminated. The recurring renewal would allow for a lessened need to meet frequently and the need for signatures. The agreements had been on an annual renewal, and the previous two amendments were for 120 days. Ms. Sitzes added that the recurring renewal allowed for the continuation of services, with the flexibility for the Board to proceed with the process with the consultant or RFP process. *A motion was made by Shannon Hancock and seconded by Nick Plummer to approve a renewal of the one-stop operator agreement, fiscal agreement, and administrative agreements on a recurring, month-to-month renewal.* ***Motion carried.***
Rescinding DADCO Invoices update	Mr. Dixon asked for an update from the Board. Ms. Sitzes explained that in the previous Board meeting, it was decided to rescind the DADCO invoices due to a discrepancy surrounding the procurement process. Private donations would be used to pay the remainder of the DADCO invoices. The Board was not moving forward with phase four until the funds were made available. The Board decided to seek funding through the end of the first quarter to move forward, while concurrently looking at other options. *No action was taken.*
Adjournment	
	A motion was made by John Crawford and seconded by Mark Maples to adjourn. ***Motion carried.*** The meeting was adjourned at 3:57 p.m.

Notes taken by: Maddy MacNeil, Executive Secretary

Next Meeting: June 6, 2025

Workforce Development – Ozark Region

Financial Report as of April 2025

Current Funding Budget & Expenditures

2022/2023/2024 Programs	FY23 ACTUAL	PY23 ACTUAL	FY24 ACTUAL	PY24 ACTUAL	FY25 ACTUAL	TOTAL ACTUAL	TOTAL BUDGET	% EXPENDED	Prior Year Funding	Variance	Variance Percentage
Workforce Innocation Opportunity Act Funds											
PY23 - ADULT		$128,198.00				$128,198.00	$128,198.00	100.00%	104572	$23,626.00	23%
FY24 - ADULT			$523,631.00			$523,631.00	$523,631.00	100.00%	467314	$56,317.00	12%
PY24 - ADULT				$126,214.00		$126,214.00	$126,214.00	100.00%	128198	-$1,984.00	-2%
FY25 - ADULT					$205,973.03	$205,973.03	$515,799.00	39.93%	523631	-$7,832.00	-1%
TOTAL ADULT						**$778,043.00**	**$778,043.00**	100.00%			
PY23 - YOUTH		$842,442.40				$842,442.40	$849,196.00	99.20%	732475	$116,721.00	16%
PY24 - YOUTH				$388,113.24		$388,113.24	$834,511.00	46.51%	849196	-$14,685.00	-2%
TOTAL YOUTH						**$732,475.00**	**$1,683,707.00**	43.50%			
PY23 - DISLOCATED WORKER		$94,356.00				$94,356.00	$94,356.00	100.00%	97761	-$3,405.00	-3%
FY24 - DISLOCATED WORKER			$343,173.00			$343,173.00	$343,173.00	100.00%	388383	-$45,210.00	-12%
PY24 - DISLOCATED WORKER				$106,552.00		$106,552.00	$106,552.00	100.00%	94356	$12,196.00	13%
FY25 - DISLOCATED WORKER					$228,379.43	$228,379.43	$387,736.00	58.90%	343173	$44,563.00	13%
TOTAL DISLOCATED WORKER						**$772,460.43**	**$931,817.00**				
PY24 - SAEF 2				$63,000.00		$63,000.00	$117,256.00	53.73%			
PY24 - 25% DW-RR BUSINESS SERVICES				$0.00		$0.00	$80,000.00	0.00%			
PY24 - EQUAL OPPORTUNITY OFFICER				$6,531.34		$6,531.34	$30,000.00	21.77%			

PY23, FY24 DWP Programs (July 2023-June 2025)

FUND	P&G	DESCRIPTION	ACCOUNTS	ACTUAL	MONTHLY	BUDGET	BUDGET VARIANCE	% EXPENDED
24100		DISLOCATED WORKER PY23 ADMIN	SALARY/FRINGE/OTHER	9,435.60	0.00	9,435.60	0.00	
24100		DISLOCATED WORKER PY23 PROGRAM	SALARY & FRINGE	42,697.54	0.00	42,697.54	0.00	
24100		DISLOCATED WORKER PY23 PROGRAM	PROG OTHER STAFFING COSTS	10,884.32	0.00	10,884.32	0.00	
24100		DISLOCATED WORKER FY23 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	2,731.00	0.00	2,731.00	0.00	
24100		DISLOCATED WORKER PY23 PROGRAM	ON THE JOB TRAINING	7,611.82	0.00	7,611.82	0.00	
24100		DISLOCATED WORKER PY23 PROGRAM	SUPPORTIVE SERVICES	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER PY23 PROGRAM	CASE MANAGER EXPENSES	20,995.72	0.00	20,995.72	0.00	
			TOTAL	**94,356.00**	**0.00**	**94,356.00**	**0.00**	**100.00**
24100		DISLOCATED WORKER FY24 ADMIN	SALARY/FRINGE/OTHER	34,317.30	0.00	34,317.30	0.00	
24100		DISLOCATED WORKER FY24 PROGRAM	SALARY & FRINGE	179,526.63	0.00	146,574.37	-32,952.26	
24100		DISLOCATED WORKER FY24 PROGRAM	PROG OTHER STAFFING COSTS	39,113.28	0.00	69,624.58	30,511.30	
24100		DISLOCATED WORKER FY24 PROGRAM	INDIRECT PROGRAM	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY24 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	15,028.91	0.00	0.00	-15,028.91	
24100		DISLOCATED WORKER FY24 PROGRAM	ON THE JOB TRAINING	14,987.75	0.00	0.00	-14,987.75	
24100		DISLOCATED WORKER FY24 PROGRAM	PRE-APPRENTICESHIP	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY24 PROGRAM	INCUMBENT WORKER TRAINING	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY24 PROGRAM	WORK EXPERIENCE	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY24 PROGRAM	SUPPORTIVE SERVICES	195.00	0.00	32,907.63	32,712.63	
24100		DISLOCATED WORKER FY24 PROGRAM	CASE MANAGER EXPENSES	60,004.13	0.00	59,749.12	-255.01	
			TOTAL	**343,173.00**	**0.00**	**343,173.00**	**0.00**	**100.00**

PY23, FY24 Adult Programs (July 2023 – June 2025)

FUND	P&G	DESCRIPTION	ACCOUNTS	ACTUAL	MONTHLY	BUDGET	BUDGET VARIANCE	% EXPENDED
24090		ADULT PY23 ADMIN	SALARY/FRINGE/OTHER	12,819.80	0.00	12,819.80	0.00	
24090		ADULT PY23 PROGRAM	SALARY & FRINGE	83,182.05	0.00	83,182.05	0.00	
24090		ADULT PY23 PROGRAM	PROG OTHER STAFFING COSTS	10,630.95	0.00	10,630.95	0.00	
24090		ADULT PY23 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	4,999.00	0.00	4,999.00	0.00	
24090		ADULT PY23 PROGRAM	ON THE JOB TRAINING	0.00	0.00	0.00	0.00	
24090		ADULT PY23 PROGRAM	SUPPORTIVE SERVICES	753.03	0.00	753.03	0.00	
24090		ADULT PY23 PROGRAM	CASE MANAGER EXPENSES	15,813.17	0.00	15,813.17	0.00	
			TOTAL	128,198.00	0.00	128,198.00	0.00	**100.00**
24090		ADULT FY24 ADMIN	SALARY/FRINGE/OTHER	52,363.10	0.00	52,363.10	0.00	
24090		ADULT FY24 PROGRAM	SALARY & FRINGE	201,243.14	0.00	223,650.71	22,407.57	
24090		ADULT FY24 PROGRAM	PROG OTHER STAFFING COSTS	67,799.89	0.00	106,236.76	38,436.87	
24090		ADULT FY24 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	108,213.36	0.00	0.00	-108,213.36	
24090		ADULT FY24 PROGRAM	ON THE JOB TRAINING	0.00	0.00	0.00	0.00	
24090		ADULT FY24 PROGRAM	PRE-APPRENTICESHIP	0.00	0.00	0.00	0.00	
24090		ADULT FY24 PROGRAM	WORK EXPERIENCE	0.00	0.00	0.00	0.00	
24090		ADULT FY24 PROGRAM	SUPPORTIVE SERVICES	0.00	0.00	50,212.16	50,212.16	
24090		ADULT FY24 PROGRAM	CASE MANAGER EXPENSES	94,011.51	0.00	91,168.27	-2,843.24	
			TOTAL	523,631.00	0.00	523,631.00	0.00	**100.00**

AD & DW PY23/FY24 Operating	635,077.80	63%
AD & DW PY23/FY24 Participant	366,340.12	37%
Total AD & DW PY23/FY24 Expenditures	1,089,358.00	

PY23 Youth Program (April 2023 – June 2025)

DESCRIPTION	ACCOUNTS	Actual	MONTHLY	Budget	BUDGET VARIANCE	% EXPENDED
YOUTH PROG PY23 ADMIN	SALARY/FRINGE/OTHER	84,919.60	2,757.42	84,919.60	0.00	
YOUTH PY 23 PROGRAM IN SCHOOL	SALARY & FRINGE	28,524.77	0.00	72,541.41	44,016.64	
YOUTH PY 23 PROGRAM IN SCHOOL	PROG OTHER STAFFING COSTS	14,303.04	0.00	34,457.99	20,154.95	
YOUTH PY 23 PROGRAM IN SCHOOL	WORK EXPERIENCE	0.00	0.00	5,914.07	5,914.07	
YOUTH PY 23 PROGRAM IN SCHOOL	WORK EXPERIENCE STAFFING	0.00	0.00	1,478.52	1,478.52	
YOUTH PY 23 PROGRAM IN SCHOOL	IS ON THE JOB TRAINING	0.00	0.00	3,257.25	3,257.25	
YOUTH PY 23 PROGRAM IN SCHOOL	SUPPORTIVE SERVICES	0.00	0.00	814.31	814.31	
YOUTH PY 23 PROGRAM OUT SCHOOL	SALARY & FRINGE	288,702.00	0.00	290,163.00	1,461.00	
YOUTH PY 23 PROGRAM OUT SCHOOL	PROG OTHER STAFFING COSTS	152,447.12	0.00	137,831.00	-14,616.12	
YOUTH PY 23 PROGRAM OUT SCHOOL	INDIVIDUAL TRAINING ACCOUNT	110,853.00	110,853.00	0.00	-110,853.00	
YOUTH PY 23 PROGRAM OUT SCHOOL	WORK EXPERIENCE	92,592.24	1,648.24	112,367.27	19,775.03	
YOUTH PY 23 PROGRAM OUT SCHOOL	WORK EXPERIENCE STAFFING	59,085.11	0.00	28,091.82	-30,993.29	
YOUTH PY 23 PROGRAM OUT SCHOOL	ON THE JOB TRAINING	0.00	0.00	61,887.81	61,887.81	
YOUTH PY 23 PROGRAM OUT SCHOOL	SUPPORTIVE SERVICES	11,015.52	1,092.95	15,471.95	4,456.43	
TOTAL OBLIGATED EXPENDITURES =100%	**TOTAL OBLIGATED WEP = 21.3%**	**842,442.40**	**116,351.61**	**849,196.00**	**6,753.60**	**99.20**

PY24, FY25 DWP Programs (July 2024 – June 2026)

FUND	P&G	DESCRIPTION	ACCOUNTS	ACTUAL	MONTHLY	BUDGET	BUDGET VARIANCE	% EXPENDED
24100		DISLOCATED WORKER PY24 ADMIN	SALARY/FRINGE/OTHER	10,655.19	0.00	10,655.19	0.00	
24100		DISLOCATED WORKER PY24 PROGRAM	SALARY & FRINGE	53,406.63	0.00	44,751.36	-8,655.27	
24100		DISLOCATED WORKER PY24 PROGRAM	PROG OTHER STAFFING COSTS	15,710.98	0.00	22,251.36	6,540.38	
24100		DISLOCATED WORKER PY24 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	0.00	0.00	3,020.05	3,020.05	
24100		DISLOCATED WORKER PY24 PROGRAM	ON THE JOB TRAINING	0.00	0.00	7,027.15	7,027.15	
24100		DISLOCATED WORKER PY24 PROGRAM	SUPPORTIVE SERVICES	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER PY24 PROGRAM	CASE MANAGER EXPENSES	26,779.20	0.00	18,846.89	-7,932.31	
			TOTAL	**106,552.00**	**0.00**	**106,552.00**	**0.00**	**100.00**
24100		DISLOCATED WORKER FY25 ADMIN	SALARY/FRINGE/OTHER	37,961.60	7,129.55	38,773.60	812.00	
24100		DISLOCATED WORKER FY25 PROGRAM	SALARY & FRINGE	133,362.58	41,536.18	167,225.13	33,862.55	
24100		DISLOCATED WORKER FY25 PROGRAM	PROG OTHER STAFFING COSTS	17,963.65	8,552.03	76,484.30	58,520.65	
24100		DISLOCATED WORKER FY25 PROGRAM	INDIRECT PROGRAM	0.00	0.00	16,000.00	16,000.00	
24100		DISLOCATED WORKER FY25 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	1,469.08	1,469.08	15,645.92	14,176.84	
24100		DISLOCATED WORKER FY25 PROGRAM	ON THE JOB TRAINING	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY25 PROGRAM	PRE-APPRENTICESHIP	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY25 PROGRAM	INCUMBENT WORKER TRAINING	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY25 PROGRAM	WORK EXPERIENCE	0.00	0.00	0.00	0.00	
24100		DISLOCATED WORKER FY25 PROGRAM	SUPPORTIVE SERVICES	0.00	0.00	5,000.00	5,000.00	
24100		DISLOCATED WORKER FY25 PROGRAM	CASE MANAGER EXPENSES	37,622.52	9,170.65	68,607.05	30,984.53	
			TOTAL	**228,379.43**	**67,857.49**	**387,736.00**	**159,356.57**	**58.90**

PY24, FY25 Adult Programs (July 2024 – June 2026)

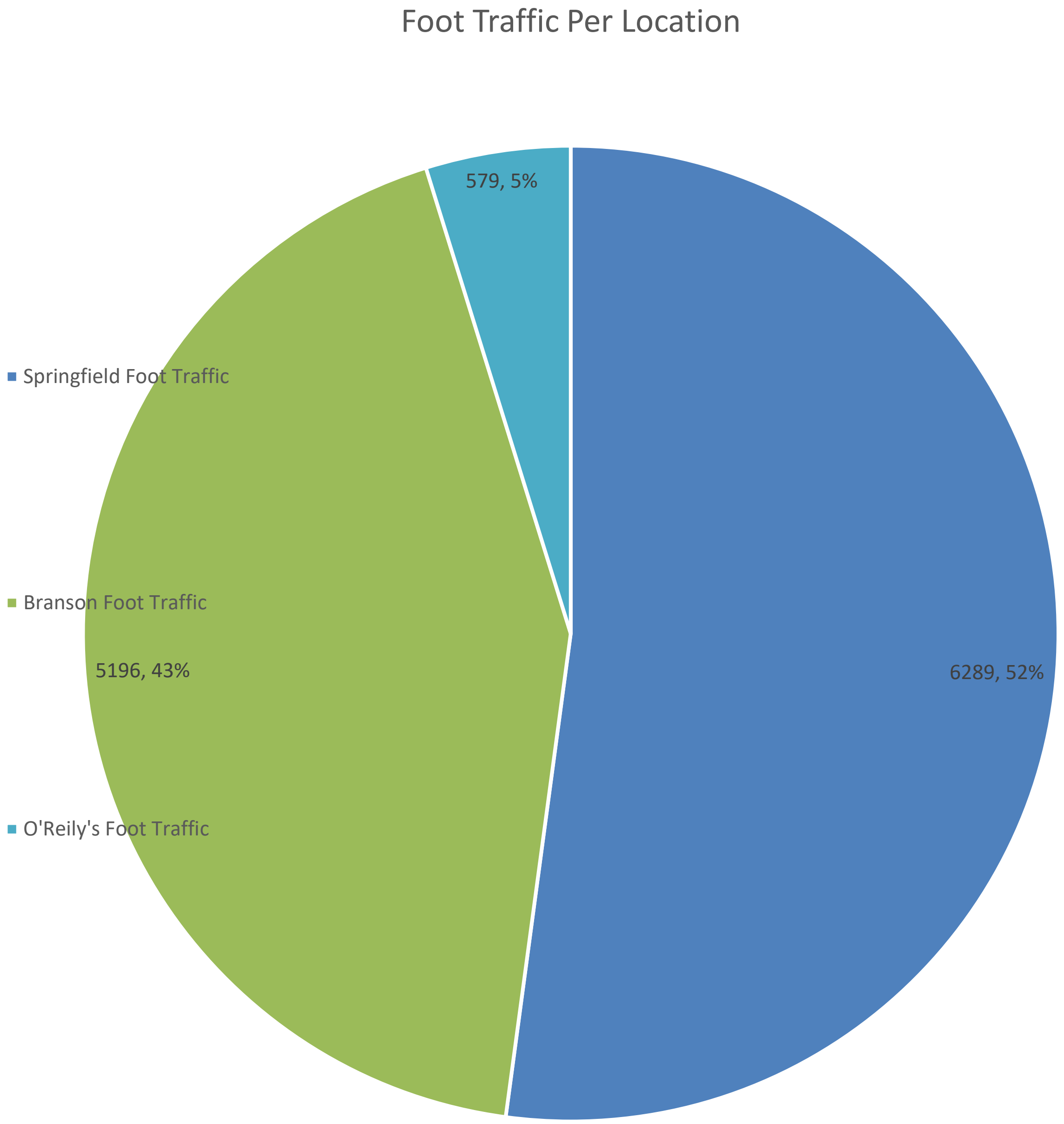
FUND	P&G	DESCRIPTION	ACCOUNTS	ACTUAL	MONTHLY	BUDGET	BUDGET VARIANCE	% EXPENDED
24090		ADULT PY24 ADMIN	SALARY/FRINGE/OTHER	12,621.39	0.00	12,621.39	0.00	
24090		ADULT PY24 PROGRAM	SALARY & FRINGE	82,575.87	0.00	53,132.27	-29,443.60	
24090		ADULT PY24 PROGRAM	PROG OTHER STAFFING COSTS	17,247.38	0.00	26,198.90	8,951.52	
24090		ADULT PY24 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	0.00	0.00	10,928.80	10,928.80	
24090		ADULT PY24 PROGRAM	ON THE JOB TRAINING	0.00	0.00	0.00	0.00	
24090		ADULT PY24 PROGRAM	SUPPORTIVE SERVICES	0.00	0.00	1,000.00	1,000.00	
24090		ADULT PY24 PROGRAM	CASE MANAGER EXPENSES	13,769.36	0.00	22,332.64	8,563.28	
			TOTAL	126,214.00	0.00	126,214.00	0.00	**100.00**
24090		ADULT FY25 ADMIN	SALARY/FRINGE/OTHER	36,749.13	9,014.41	51,579.90	14,830.77	
24090		ADULT FY25 PROGRAM	SALARY & FRINGE	88,833.45	45,365.88	222,135.76	133,302.31	
24090		ADULT FY25 PROGRAM	PROG OTHER STAFFING COSTS	22,633.32	10,743.49	102,067.08	79,433.76	
24090		ADULT FY25 PROGRAM	INDIVIDUAL TRAINING ACCOUNT	14,276.94	4,970.00	43,749.44	29,472.50	
24090		ADULT FY25 PROGRAM	ON THE JOB TRAINING	0.00	0.00	0.00	0.00	
24090		ADULT FY25 PROGRAM	PRE-APPRENTICESHIP	0.00	0.00	0.00	0.00	
24090		ADULT FY25 PROGRAM	WORK EXPERIENCE	0.00	0.00	0.00	0.00	
24090		ADULT FY25 PROGRAM	SUPPORTIVE SERVICES	0.00	0.00	5,000.00	5,000.00	
24090		ADULT FY25 PROGRAM	CASE MANAGER EXPENSES	43,480.19	18,994.15	91,266.82	47,786.63	
			TOTAL	205,973.03	89,087.93	515,799.00	309,825.97	**39.93**

AD & DW PY24/FY25 Operating	431,733.86	76%
AD & DW PY24/FY25 Participant	137,397.29	24%
Total AD & DW PY24/FY25 Expenditures	667,118.46	

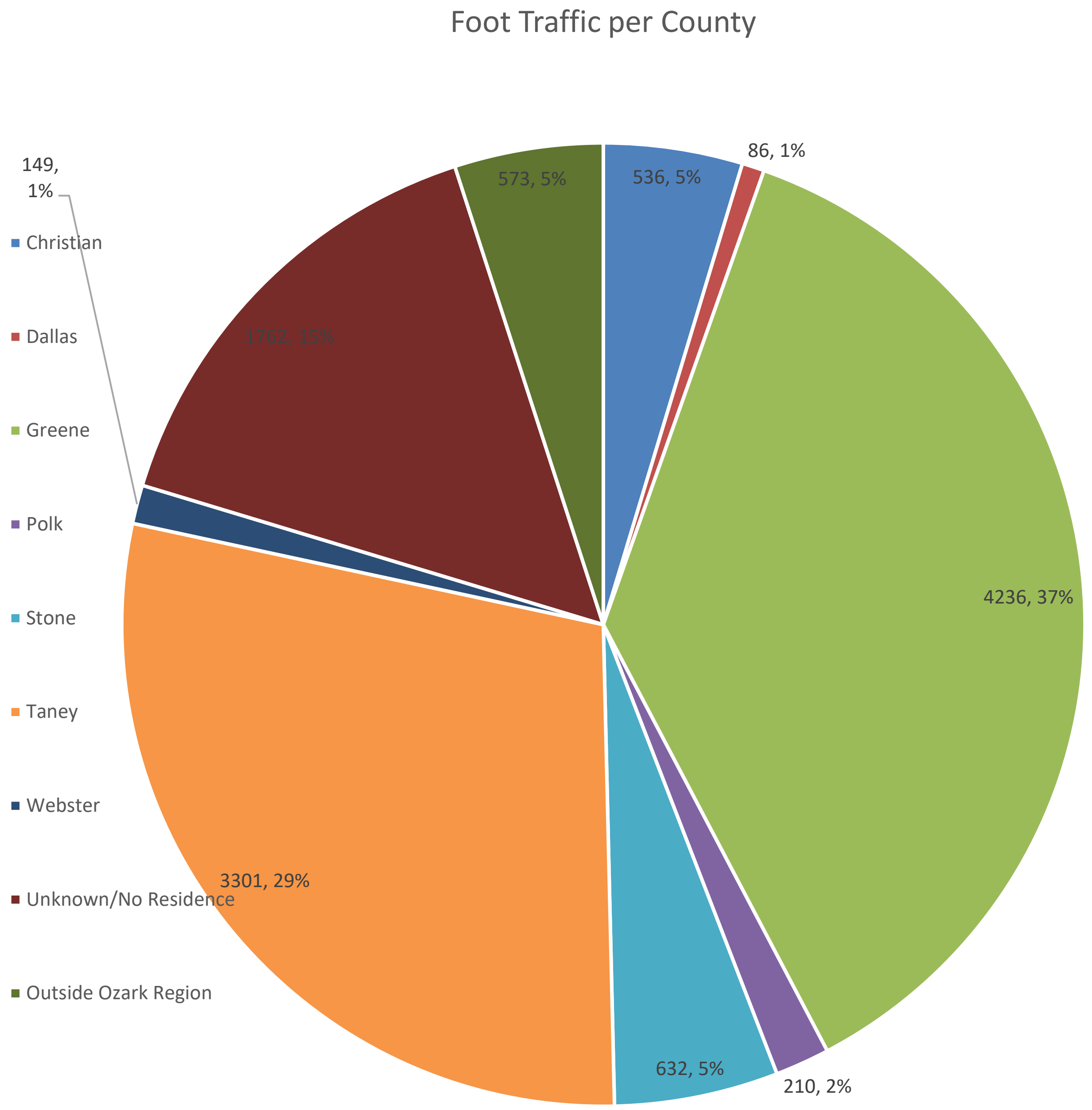
PY24 Youth Program (April 2024 – June 2026)

DESCRIPTION	ACCOUNTS	Actual	MONTHLY	Budget	BUDGET VARIANCE	% EXPENDED
YOUTH PROG PY24 ADMIN	SALARY/FRINGE/OTHER	10,223.39	8,584.84	83,451.10	73,227.71	
YOUTH PY 24 PROGRAM IN SCHOOL	SALARY & FRINGE	15,461.12	3,241.50	35,011.45	19,550.33	
YOUTH PY 24 PROGRAM IN SCHOOL	PROG OTHER STAFFING COSTS	2,630.39	1,233.47	17,263.71	14,633.32	
YOUTH PY 24 PROGRAM IN SCHOOL	WORK EXPERIENCE	0.00	0.00	3,376.24	3,376.24	
YOUTH PY 24 PROGRAM IN SCHOOL	WORK EXPERIENCE STAFFING	10,466.47	10,446.47	7,269.94	-3,196.53	
YOUTH PY 24 PROGRAM IN SCHOOL	SUPPORTIVE SERVICES	0.00	0.00	2,500.00	2,500.00	
YOUTH PY 24 PROGRAM IN SCHOOL	IS INDIRECT	0.00	0.00	1,000.00	1,000.00	
YOUTH PY 24 PROGRAM OUT SCHOOL	SALARY & FRINGE	293,761.30	61,588.45	315,103.10	21,341.80	
YOUTH PY 24 PROGRAM OUT SCHOOL	PROG OTHER STAFFING COSTS	52,579.54	24,894.54	155,373.46	102,793.92	
YOUTH PY 24 PROGRAM OUT SCHOOL	YOUTH INDIVIDUAL TRAINING ACCOUNT	464.00	0.00	45,000.00	44,536.00	
YOUTH PY 24 PROGRAM OUT SCHOOL	WORK EXPERIENCE	0.00	0.00	63,127.62	63,127.62	
YOUTH PY 24 PROGRAM OUT SCHOOL	WORK EXPERIENCE STAFFING	1,999.17	0.00	75,929.64	73,930.47	
YOUTH PY 24 PROGRAM OUT SCHOOL	SUPPORTIVE SERVICES	547.86	297.86	25,104.74	24,556.88	
YOUTH PY 24 PROGRAM OUT SCHOOL	OS INDIRECT	0.00	0.00	5,000.00	5,000.00	
TOTAL OBLIGATED EXPENDITURES =0%	**TOTAL OBLIGATED WEP = 13.5%**	**388,133.24**	**110,287.13**	**834,511.00**	**446,377.76**	**46.51**

Total Services (Branson & Springfield)		14823
Total Foottraffic (Branson & Springfield)		11485
Springfield Services		8567
Springfield Foot Traffic		6289
Branson Services		6256
Branson Foot Traffic		5196
O'Reily's Foot Traffic		579
Total Visits		12064
2024-2025 Expenditures	$	1,494,990.92
Cost Per Participant	$	123.92

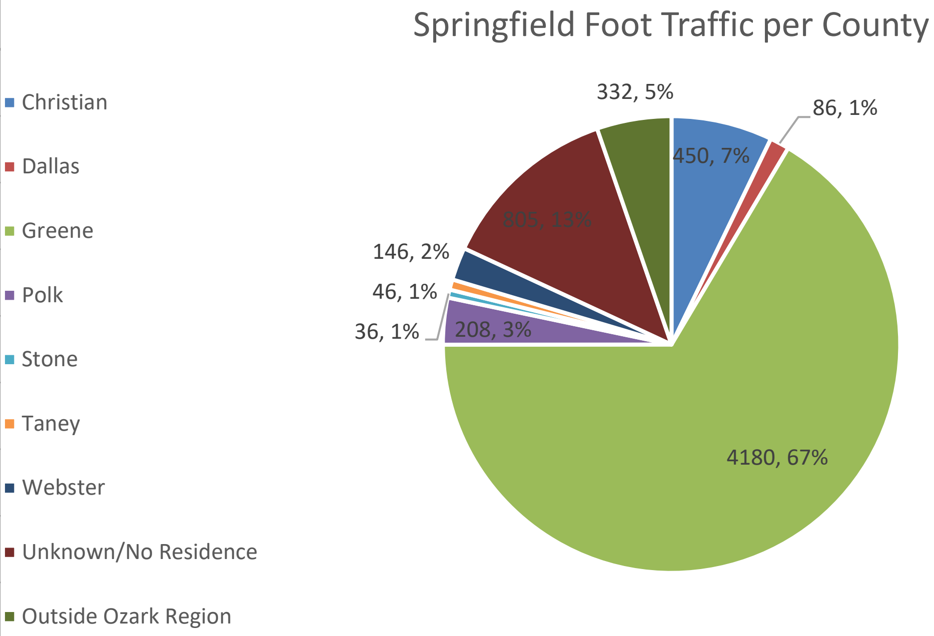


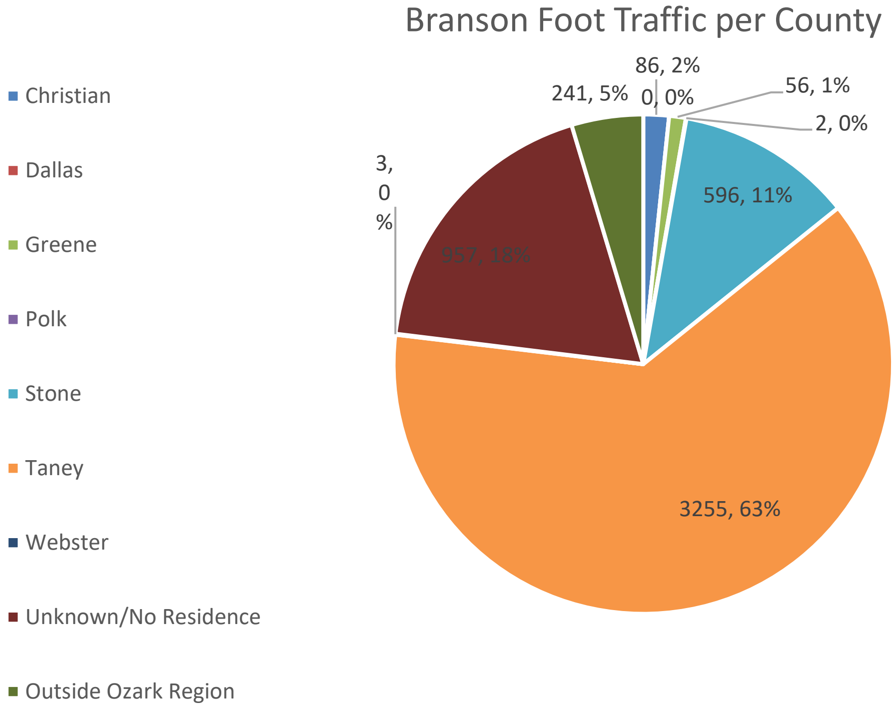
Christian	536
Dallas	86
Greene	4236
Polk	210
Stone	632
Taney	3301
Webster	149
Unknown/No Residence	1762
Outside Ozark Region	573



Counties out of Springfield	
Christian	450
Dallas	86
Greene	4180
Polk	208
Stone	36
Taney	46
Webster	146
Unknown/No Residence	805
Outside Ozark Region	332

Counties out of Branson	
Christian	86
Dallas	0
Greene	56
Polk	2
Stone	596
Taney	3255
Webster	3
Unknown/No Residence	957
Outside Ozark Region	241





Board Budget

FY23		$ 19,446.33
FY24		$ 18,597.61
Total		$ 38,043.94
Expended		$ 8,603.95
Expected		$ 9,600.00
Remaining		**$ 19,839.99**
Expiring June 30		$ 1,242.38

Expended Line Item Breakdown		
CONSULTING		$ 6,600.00
FOOD SUPPLIES		$ 107.70
INSURANCE PREMIUM		$ 1,094.11
MEMBERSHIP DUES		$ 15.00
NON-CAPITAL COMPUTER		$ 149.90
OTHER PROFESSIONAL S		$ 629.00
POSTAGE		$ 8.24
		$ 8,603.95

Expected Line Item Breakdown		
TRAVEL		$ 9,000.00
CONSULTING (Bill)		$ 600.00
		$ 9,600.00

WIOA FY25 Monitoring

Subrecipient Final Financial Monitoring Report

Missouri Job Center, Ozark Region

Program Year Performance Period
July 1, 2024 – June 30, 2025

Report No. DHEWD-WIOA-R3-FY25-006

Issued to:
Department of Higher Education Workforce Development
301 West High Street, Suite 840
Jefferson City, MO 65101

Contact:
Robin L. Booth, CPA, Principal
7230 Lee Deforest Drive, Suite 103
Columbia, MD 21046
Telephone: 410-309-4929, ext. 2010
Email: DHEWDteam@bmc-llc.net
TIN: 52-2168025

May 15, 2025

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INDEPENDENT ACCOUNTANT'S REPORT

To the Chief Financial Officer
Missouri Department of Higher Education
301 West High Street Suite 840
Jefferson City, MO 65101

We performed the procedures enumerated in our agreed-upon procedures by the Department of Higher Education Workforce Development (DHEWD), to monitor Missouri Job Center, Ozark Region's compliance with financial monitoring for July 1, 2024, through June 30, 2025, in accordance with the Office of Management and Budget, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), the Workforce Innovation and Opportunity Act (WIOA or Public Law 113-128), and other applicable federal and state regulations.

The purpose of the financial monitoring is to evaluate the financial management and administration of the grants, the quality of the program and/or services, compliance with equal opportunity requirements, and whether the program is operating in compliance with the grant agreement, Federal and state regulations, and in a manner that ensures the achievement of its goals and outcomes.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of DHEWD. Consequently, we make no representation regarding the sufficiency of the procedures described in Attachment I either for the purpose for which this report was requested or for any other purpose. The procedures we performed and our associated findings and/or observations are enumerated in Exhibit I.

We were not engaged in and did not perform an examination or review, the objective of which would be to express an opinion or conclusion, respectively, on the subject matter. Accordingly, we do not express an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported.

This report is intended solely for the information and use of the Missouri Office of Workforce Development's management and its partner organizations. It is not intended for and should not be used by anyone other than these specified parties.

Booth Management Consulting LLC

Booth Management Consulting, LLC
April 22, 2025

EXHIBIT 1 - AGREED-UPON PROCEDURES AND FINDINGS

The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) section 2 CFR 200.329 requires monitoring activities under Federal awards to assure compliance with applicable Federal requirements. The Workforce Innovation and Opportunity Act (WIOA) Section 184 (a)(4) also mandates the monitoring of each local area within the State to ensure compliance with OMB's Uniform Guidance.

We conducted a remote financial monitoring review of the WIOA programs for the Department of Higher Education Workforce Development (hereinafter referenced as DHEWD) awarded to Missouri Job Center, Ozark Region (hereinafter referred to as Ozark) for the Program Year performance period of July 1, 2024, through June 30, 2025, in fulfillment of the requirements of the Uniform Guidance, WIOA, and other applicable Federal and State regulations. The financial monitoring procedures focused on contractual compliance and fiscal and administrative procedures consistent with the applicable laws, regulations, departmental guidance, and the grant agreement.

Financial monitoring is not an audit and, due to its limited scope, may not disclose all systems' weaknesses. The results presented in this report are based on the areas tested by Booth Management Consulting. The United States Department of Labor, the Missouri State Auditor's Office, or any other applicable Federal or State body may conduct reviews with different conclusions, opinions, and/ or results.

Monitoring Information

Subrecipient's Name	Missouri Job Center, Ozark Region
Subrecipient's Mailing Address	2900 East Sunshine Street Springfield, MO 65804
Subrecipient's Location Address (if different from mailing address)	Same as above.
Subrecipient Primary Fiscal Point of Contact	Toby Stevenson, Accounting Supervisor
Telephone	417-841-3394
Email Address	Toby.stevenson@springfieldmo.gov

Scope of Financial Monitoring

Date of exit conference	May 8, 2025
Names and titles of those in attendance at the exit conference	Toby Stevenson – Accounting Supervisor Pat Shay – Ozark Board of Directors (Finance) Bill Skains – Ozark Board of Directors (Advisor) Andrea Sitzes – Ozark Board of Directors (Chair)
Financial monitoring staff members who conducted the review	Abraham Ampofo-Twumasi, Analyst
Programs reviewed	Workforce Innovation Opportunity Act (WIOA)
Time period covered in the review	July 1, 2024 – December 31, 2024
Documents reviewed	Documentation requested for financial monitoring was in the following areas: • Financial Reporting • Cost Allocation • Payroll and personnel • Financial Reporting • Accounting Systems • Policies and procedures • Disbursements • Procurement and Contract Management • Subrecipient Management and Oversight • Prior Monitoring and Audit Reports

The purpose of the financial monitoring review is to obtain reasonable assurance that the subrecipient is in compliance with statutes, regulations, and the terms and conditions of the subawards. Reasonable assurance is the level of confidence or comfort based on professional judgment obtained through interviews, understanding of the operations, and testing performed to assess the subrecipient's performance. The results presented in this report are based on the areas tested by BMC.

The scope of the financial monitoring utilized guidelines established in Uniform Guidance, WIOA, DHEWD, and the U.S. Department of Labor Employment and Training Administration (ETA). The financial content areas and processes monitored include the following, as applicable:

- Internal Control Environment and Oversight
- Financial Reporting System and Reconciliation
- Payroll Disbursement and Personnel Procedures
- Cost Allocation
- Program Income
- Property Management
- Public Access to Records and Record Retention
- Procurement and Contract Management
- Allowable Cost and Cost Classification
- Financial Management Systems
- Supportive Services
- Audits, Prior Monitoring, and Resolutions – Prior audit reports reflected no findings or material weaknesses

Final Results of Agreed Upon Procedures

BMC completed Ozark's financial monitoring and noted no findings or recommendations. On behalf of DHEWD, BMC would like to thank you for participating in the Workforce Innovation and Opportunity Act and for cooperating in conducting your financial review.

Review, Discussion, Questions

Subrecipient Final Financial Monitoring Report

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July 1, 2024 – June 30, 2025

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City of Springfield, Missouri
Purchasing Policy

TABLE OF CONTENTS

City of Springfield
Purchasing Policy

1.0 Introduction

1.1 Policy – The City of Springfield is a public agency that is required to establish and follow the formal Purchasing rules established in the City Charter and City Code. The primary purpose of the Purchasing Policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to promote transparency and achieve cost efficiencies.

1.2 Individual departments develop material specifications and scopes of work or services. However, all processes are monitored and reviewed by the Division of Purchases to ensure compliance with the Charter, City Code, and the rules of this policy. In addition, the Division of Purchases offers training and review of Purchasing procedures for all City employees engaged in acquiring commodities, services, and the disposal of property purchased with City funds. With exceptions, solicitation processes are handled by the Division of Purchases in close cooperation with the initiating department.

1.3 The referenced sections of the City Charter and City Code are included in this policy. A definitions section is also included in this document.

2.0 Legal Basis, Policies, and Organization of the Purchasing Process

2.1 The intent and purpose of this policy is to establish operational policies for the City's Purchasing Process which assures the community that the goods and services required to support the operation of the City government are procured in a manner that is consistent with provisions of the City Charter, and to assure the community that the City's procurement system is committed to fairness and equal opportunity by employing integrity and openness. The following is the rationale for establishing a Purchasing Policy:

2.1.1 To establish that the responsibility for Purchasing rests with all employees with the guidance and assistance from the Division of Purchases.

2.1.2 Establish a policy to procure commodities, equipment, contractual labor, services, and insurance as specified by the City Charter and City Code for the best value, cost, and quality.

2.1.3 Provide an efficient means for the disposal of surplus property.

2.1.4 Ensure fair and equitable treatment of all people who deal with the Purchasing System.

2.1.5 The objectives of the Division of Purchases and this policy are:

2.1.5.1 To clearly establish that the responsibility for purchasing is the responsibility of all employees with the assistance and guidance of the Finance Department and the Division of Purchases.

2.1.5.2 To procure such supplies, materials, equipment, contractual labor, services, and insurance as specified by the City Charter, City Code, and provisions of the Purchasing Policy at the most appropriate cost and best quality consistent with the goods and services required.

2.1.5.3 To exercise financial accountability in the expenditure of City funds.

2.1.5.4 To provide an efficient means for procurement, storage, and disposal of items to minimize duplication and overstocking.

2.1.5.5 To establish and maintain high standards of quality, based on suitability of use in all purchasing transactions.

2.1.5.6 To ensure the fair and equitable treatment of all people who deal with the City's Purchasing System.

2.1.5.7 To provide safeguards for the maintenance of the Purchasing System of quality and integrity.

2.1.5.8 To ensure that all parties involved in the City contracts negotiation, performance, and administration act in good faith.

(S.O. 4646, 09-30-1996; Resolution No. 8771, 07-24-2000)

3.0 Duties of the Purchasing Agent

3.1 Charter Duties – The City Purchasing Agent shall be responsible for the operation of the Division of Purchases pursuant to and in compliance with the City Charter.

3.2 Contracts – Create Division of Purchases contracts, or issue solicitations for the City, which provide ample opportunities for competitive bids or proposals. On behalf of the City, sign and enter into all contracts that were solicited by the Division of Purchases in accordance with this policy, upon review and approval of the Contract Administration staff, and provided such contracts have been prepared or officially approved as to form by the Law Department. All contracts shall be retained by the City's official keeper of records, the City Clerk's office.

3.3 If requested, assist with the inspection of all supplies, materials, and equipment delivered, and determine or supervise the determination of their quality, quantity, and conformance with specifications.

3.4 Dispose of surplus through transfer between departments, including the sale of surplus, obsolete, or unused supplies, materials, and equipment classified as scrap or junk.

3.5 Coordination of Contracts – The City Purchasing Agent shall determine and establish contracts for the procurement of goods and services used regularly and on a volume basis whether by individual departments or citywide.

3.6 Vendor Relations – The City Purchasing Agent shall establish a relationship of mutual confidence between the City and its suppliers. Such a relationship shall be based on fair and equal opportunity to compete for City business within a system with the highest standards of integrity. To accomplish this goal, the City Purchasing Agent shall be aware of all transactions conducted between the City and its suppliers.

3.6.1 All departments, boards, and agencies that may have contact with a vendor on any matter relating to an existing contract or a future contract that has or may be entered into by the City Purchasing Agent shall advise the City Purchasing Agent of such contact and forward copies of all correspondence, particularly in matters relating to technical requirements.

4.0 Applicable Law

4.1 Missouri Contracting Statute – State statutes impose various requirements on the City pertaining to contracting. While a complete or comprehensive outline is not feasible, RSMo., Section 432.070 should be noted. In essence, it provides that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment, within the scope of the City's authority, in writing; dated when made and subscribed by the parties or their agents.

4.2 General Law – Unless displaced by the provisions of this policy, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to the capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

4.3 City Charter – The City Charter of the City of Springfield, Missouri, contains several sections dealing with the operation of the City's Purchasing System. Subjects covered in the various Charter Sections are as follows:

4.3.1	Section 5.2	Powers and Duties of the Finance Director
4.3.2	Section 5.3	Separate Division of Purchases
4.3.3	Section 5.4	Competitive Bidding Requirements

4.3.4 Section 5.14 Expenditures Limited to Appropriation

4.3.5 Section 15.8 Purchases and Contracts

4.3.6 Section 16.6 Duties of the City Utilities Board

4.3.7 Section 19.6 Officers and Employees Interested in Contracts

4.3.8 Section 19.19 Use of Equipment and Supplies

5.0 Solicitation Thresholds – The thresholds shall refer to the total cost. The total cost shall be all-inclusive and shall include but not be limited to the following: shipping, handling, inside delivery, installation, credit card processing fee, etc.

5.1 $0.00 - $5,000.00 – Discretionary - Competition not required but strongly recommended. Refer to Section 7.0 Purchasing Process, paragraphs 7.1.1 and 7.1.2 for approved City payment methods.

5.2 $5,000.01 - $25,000.00 – Informal (non-advertised, public opening not required). The Department shall solicit written informal quotes/bids/proposals. Refer to policy section: 8.2.

5.3 $25,000.01 - $100,000.00 – The Division of Purchases solicits informal quotes/bids/proposals. Refer to policy section: 8.3.

5.4 $100,000.01 and above – Formal. The Division of Purchases conducts formal solicitations. Refer to policy sections: 8.4 and 8.6.

6.0 Certification of Appropriated Funds

6.1 The City Charter requires the Director of Finance to certify that funds are appropriated and unencumbered for the expenditure contemplated by any contract entered into by the City and that such certification be in writing on the actual contract form before such a contract is valid and binding.

6.2 Upon receipt of a requisition or otherwise written request to make a contract for goods and services, the Director of Finance shall certify in writing on such a written request that funds are appropriated and unencumbered sufficiently to pay for the entire amount of the funds obligated under any contract which may result from the request.

6.3 All contracts shall have certification thereon by the Director of Finance that funds are appropriated and unencumbered in sufficient amounts to discharge any obligation under the contract.

6.4 Any contract amendment, addendum, or change order that increases the amount of any contract shall be certified thereon by the Director of Finance that there are sufficient funds appropriated and unencumbered to pay for any such increase.

6.5 No contract made by the City Purchasing Agent shall be revised or modified in any manner unless such modification is approved by the City Purchasing Agent and such contract is amended in writing by the City Purchasing Agent, Contract Administration, and the City Attorney's office as applicable.

7.0 Purchasing Process

7.1 Purchasing Cards (P-card) and Virtual Cards

7.1.1 Whenever possible, virtual cards or P-cards should be used as the primary choice of payment for any purchase or invoice as long as processing fees are not added to increase the cost of the transaction more than budgeted or approved. For vendors who do not accept credit card payments, checks, and ACH (Automated Clearing House), wire payment options are available and are handled by the Accounts Payable section of the Finance Department.

7.1.2 See the Purchasing Card Policy, available on the City's internet site, for complete information on the use of a P-card.

7.2 Admin Memo 55 - M/WBE (Minority/Woman Owned Business Enterprise) - DBE (Disadvantaged Business Enterprise)

Whenever feasible, the City of Springfield will provide opportunities to certified and registered non-certified disadvantaged (DBE), minority (MBE), or women-owned business enterprise (WBE) in the procurement process.

7.2.1 It is the intent of these guidelines to:

7.2.1.1 Create a "level playing field" that will provide certified and registered non-certified DBE, MBE, and WBE businesses with equal opportunity to participate in all aspects of the City's contracting and procurement programs, including, but not limited to, participation in procurement contracts for equipment, materials, services (including professional services), supplies, and the construction, renovation, or repair of facilities and equipment.

7.2.1.2 Widen opportunities for inclusive vendor participation, increase equitable vendor competition, increase quality, and reduce costs to the City and its citizens.

7.2.1.3 Provide information or other opportunities to certified and registered non-certified DBE, MBE, and WBE that may also be available to all other business enterprises.

7.2.2 It is not the intent of these guidelines to:

7.2.2.1 Establish procedures that will increase the cost of construction and procurement programs.

7.2.2.2 Give one business an unfair advantage over another based solely on ownership characteristics.

7.2.2.3 Nothing in these guidelines shall be construed to require the City to award contracts or subcontracts to or to make purchases of materials or equipment from any business that does not submit the lowest responsible, responsive bid or bids deemed to be in the best interest of the City in accordance with the criteria established in the solicitation.

7.2.3 Sample Language and Guidelines:

7.2.3.1 The City of Springfield will include language in procurement advertisements encouraging certified and registered non-certified DBEs, MBEs, and WBEs to submit solicitation responses and encourage the use of DBE, MBE, and WBE subcontractors. Sample language: "The City is committed to providing opportunities to DBE, MBE, and WBE prime, general, and subcontractors and encourages such business enterprises to submit responses."

7.2.3.2 The City of Springfield and its contractors will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract based on race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.

7.2.3.3 In administering its program, the City of Springfield will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the program concerning individuals of a particular race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.

7.3 Energy-Efficient Purchasing – Energy-efficient purchasing shall be used by the City to procure items when it is in the City's best interest. Energy-efficient purchasing uses the principles of life cycle costing. If life cycle costing is to be used, it should be clearly stated in the solicitation so that bidders are aware of the evaluation process to be used.

8.0 Solicitation Processes - If a solicitation process only renders one bid that is deemed to be responsive and responsible, said bid may be negotiated to determine if it is in the best interest of the City. If deemed such, an award may be rendered, and a contract issued.

8.1 Invitation for Bid (IFB) - Standard Guidelines-This solicitation method should be utilized when there are clear and definitive specifications and/or scope of work.

8.1.1 Competitive Bids – Any contract pursuant to this policy shall be made only after an open and fair solicitation process promoting competition has transpired.

8.1.2 An award is made to the lowest, most responsive and responsible bidder who meets the minimum requirements and conditions in the Invitation for Bid and is deemed to be in the best interest of the City. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.1.2.1 Negotiation is not permitted when utilizing the IFB solicitation process and more than one bid has been submitted that is deemed responsive, responsible, and meets all requirements of the solicitation. The Purchasing Agent may consider allowing negotiations if a single bid is received and is deemed to be in the best interest of the City and all aspects of the solicitation process were adhered to. Exceptions to the terms and conditions of the IFB may not be considered.

8.1.2.2 The Purchasing Agent may use their judgment to determine compliance and to waive any minor technicalities or ambiguities in the bid response.

8.1.2.3 In the event of pricing discrepancies with unit-priced items, the unit price will prevail over the total price.

8.1.2.4 Non-Responsive or Unacceptable Bids – The City Purchasing Agent shall reject any bid or proposal that is materially non-responsive to the requirements set forth in the bid documents. The City Purchasing Agent may re-solicit requests for bids or proposals if, in their opinion, the bids or proposals received from the solicitation are not acceptable for any reason. Such a solicitation shall not be to direct the award to a particular bidder.

8.1.2.5 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.2 Informal (non-advertised, public opening not required) - Request for Quotes (RFQ) - $5,000.01 - $25,000.00 – No Public Opening

8.2.1 $5,000.01 - $25,000.00 – The department shall solicit a written RFQ.

8.2.1.1 The department shall make every effort to obtain at least three written quotes.

8.2.1.2 Provide the same specifications to all bidders.

8.2.1.3 Provide the City's Standard Terms and Conditions to all bidders (only if the RFQ pertains to the provision of service).

8.2.1.4 With the submittal of a requisition, submit RFQ documentation to the Division of Purchases.

8.2.1.5 The department conducts the bid opening.

8.2.1.6 Email quotes and bid tabulation or justification for award to Finance with invoice or I-Expense.

8.2.1.7 The soliciting department will issue a purchase order or relevant contract type upon issuance of a requisition. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to a potential awardee(s) debarred status shall be kept in the project file.

8.2.1.8 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued by the soliciting department to the recommended award supplier requesting the provision of the required contract documents.

8.3 Invitation for Informal Bid (IFIB) (non-advertised, public opening not required) Invitation for Informal Bid (IFIB) or Informal Request for Proposals (IRFP)- $25,000.01 - $100,000.00.

8.3.1 Only the Division of Purchases shall solicit an Informal Invitation for Bid (IFIB) for goods, or an Informal Request for Proposals (IRFP) for services, whichever is appropriate based upon anticipated amount of solicitation between the amounts of $25,000.01 - $100,000.00.

8.3.1.1 The department submits a requisition to start the process.

8.3.2 The department submits specifications to the Division of Purchases.

8.3.3 The department submits a list of vendors to the Division of Purchases.

8.3.4 The Division of Purchases will publish the IFIB or IRFP on the Public Purchasing e-bidding platform or distribute it to those vendors stated on a vendor list provided by the project manager(s), whichever is deemed to be most relevant by the Purchasing Agent.

8.3.5 A pre-bid/proposal conference may be held as determined by the department and Division of Purchases staff.

8.3.6 The Division of Purchases' assigned buyer will open bids and provide the bid tabulation to the using department(s) or in the case of an IRFP, will provide the responses and applicable score sheet(s) to the evaluation committee.

8.3.7 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

8.3.8 The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.3.9 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.4 Formal (Advertisement and public opening required) Invitation for Bid (IFB) - $100,000.01 and above.

8.4.1 The department submits the requisition to the Division of Purchases to start the process.

8.4.2 The requisition will be assigned to the appropriate buyer. Said buyer shall coordinate the formal bid process with the applicable department project manager(s).

8.4.3 The department submits specifications to the assigned buyer.

8.4.4 The department submits a list of vendors to the assigned buyer.

8.4.5 When required, the Division of Purchases will publish the IFB on the City's e-bidding system and applicable advertisement sources for usually thirty (30) days.

8.4.6 A pre-bid conference may be held as determined by the department and Division of Purchases staff.

8.4.7 The Division of Purchases will open bids and provide the bid tabulation to using department(s).

8.4.8 The public bid opening is held at the specified date and time stated in the solicitation.

8.4.9 A Notice of Recommendation for Award (NORA) will be issued to the recommended supplier requesting the provision of required contract documents.

8.4.10 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

8.4.11 The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.4.12 Evaluation criteria may be utilized after approval by the Purchasing Agent or their designee to assist in determining the best value. If utilized, items 8.5.1.6-8.5.1.6i shall apply.

8.5 Request for Proposal (RFP) – Standard Guidelines - This solicitation method should be utilized when there are unclear and non-definitive specifications and/or scope of work.

8.5.1 The purpose of the RFP is to identify and award the supplier that can provide the best value to the City, based upon established evaluation criteria by the project manager(s), not just the lowest cost.

8.5.1.1 Used if detailed specifications cannot be defined, if more than one solution may satisfy the City's requirements, and when evaluation factors other than cost must be considered.

8.5.1.2 The scope of work and other required sections shall be provided by the project manager(s) and is required to enable comparison of competing proposals. The Division of Purchases will write and assemble the remainder of the RFP and publish it upon final approval by the project manager(s).

8.5.1.3 Evaluation criteria are used to determine the best value.

8.5.1.4 Evaluation criteria and methods are disclosed in the RFP document.

8.5.1.5 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.5.1.6 An evaluation team must be selected by the project manager(s) prior to the issuance of the RFP by the Division of Purchases:

a. It is critical that the same evaluation team members remain in place throughout the entire process to ensure equal and fair evaluation occurs.

b. Evaluation team members are required to sign a Non-Conflict of Interest Statement to serve on the team, and to ensure the confidentiality and integrity of the RFP process for each specific evaluation process.

c. If an evaluation team member will not be able to participate in any of the evaluation processes, said team members' scores will not be tabulated.

d. The project manager(s) submit a list of vendors to the Division of Purchases.

e. The Division of Purchases will assist the requesting department in writing an RFP and publish it on the Division of Purchases' current e-bidding site.

f. A pre-proposal conference should be held to answer questions from the prospective respondents and to provide clarification of the intent of the RFP.

g. When an RFP closes, only the names of the respondents will be revealed. All other information remains confidential until the contract(s) are executed, or all proposals are rejected per the State of Missouri Sunshine Law.

h. The Division of Purchases will provide copies of the proposals received from the evaluation committee for review and evaluation.

i. Evaluation of proposals received:

   1. Proposals are initially evaluated individually by committee members.

   2. The evaluations are submitted to the Division of Purchases to aggregate scoring and evaluation comments.

   3. The evaluation committee meets to review the scores and comments to determine the next steps. The committee may make a recommendation for an award at this point without taking additional evaluation steps.

   4. A short list of respondents comprised of the highest-scoring firms may be generated. Respondents that are not identified for the short list are notified by the Division of Purchases.

j. Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

k. The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

l. If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.6 Formal (Advertisement and public opening required) Request for Proposal (RFP) - $100,000.01 and above.

8.6.1 The department submits a requisition to the Division of Purchases to start the process.

8.6.2 The requisition will be assigned to the appropriate buyer. Said buyer shall coordinate the formal solicitation process with the applicable department project manager(s).

8.6.3 The project manager(s) submit the scope of services and other required solicitation sections to the assigned buyer.

8.6.4 The project manager(s) will develop an evaluation criterion, and the assigned buyer may assist if requested.

8.6.5 The project manager(s) submit a list of vendors to the assigned buyer.

8.6.6 The assigned buyer will assist the requesting department in writing an RFP and publish it on the City's current e-bidding site and applicable advertisement sources when required.

8.6.7 A pre-proposal conference may be held to answer questions from the prospective respondents and to provide clarification of the intent of the RFP.

8.6.8 When the RFP closes, only the names of the respondents will be revealed. All other information remains confidential until the contract(s) are executed, or all proposals are rejected per the State of Missouri Sunshine Law. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.

8.6.9 The Division of Purchases will provide copies of the proposals received from the evaluation committee for review and evaluation.

8.6.10 Evaluation of proposals received:

8.6.10.1 Proposals are initially evaluated individually by committee members.

8.6.10.2 The evaluations are submitted to the assigned buyer to aggregate scoring and evaluation comments.

8.6.10.3 The evaluation committee meets to review the scores and comments to determine the next steps for the RFP. The committee may make a recommendation for an award at this point without taking additional evaluation steps.

8.6.10.4 A short list of respondents comprised of the highest-scoring firms may be generated. Respondents that are not identified for the short list are notified by the assigned buyer.

8.6.10.5 The next steps may include interviews with firms, site visits, demonstrations, and the negotiation of final pricing and contract terms to determine the best and final offer (BAFO), or any method necessary to determine the best value.

8.6.10.6 If an evaluation team member will not be able to participate in any of the evaluation processes, the said team member's scores will not be tabulated.

8.6.10.7 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.

8.6.10.8 Upon approval of the award, the Division of Purchases will issue a purchase order or relevant contract type.

8.6.11 If a contract is warranted, a Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.7 Additional Types of Solicitations

8.7.1 Request for Qualifications (Advertisement and public opening required) (RFQu) – Pricing cannot be requested during the initial steps of the solicitation and may not be utilized to determine an award. The award shall be based upon qualifications only. To be considered qualified, respondent(s) shall not appear on the Federal and State debarment lists. It shall be the responsibility of the soliciting department to check both the Federal and State debarments lists to verify that all respondent(s) are not in a debarred status. A record of verification from both the Federal and State government pertaining to debarred status shall be kept in the project file.

8.7.1.1 The City uses the Request for Qualifications (RFQu) to prequalify professional service providers for Architectural, Engineering, and Land Surveying (A&E) services prior to issuing a request for proposal (RFP) or negotiating a contract per the Revised Statutes of the State of Missouri. This process may also apply to other services, and its' utilization shall be determined by the Purchasing Agent or soliciting department project manager.

8.7.1.1.1 Fee schedules shall only be requested from established pre-qualified service providers. Contracts may be negotiated with those firms identified to be in the best interest of the City.

8.7.1.2 For a specific project, after an RFQu has been conducted with the general scope of work identified, contract negotiations should only occur after a Request for Proposal (RFP) has been solicited from the highest-ranking qualified firm or firms. Fee schedule and any other applicable costs shall be requested at this time. If contract negotiations fail with the highest-ranking firm(s), then negotiations with the second highest-ranking firm(s) may proceed and so on until a contract has been executed or another solicitation is warranted.

8.7.1.3 Firms that have been prequalified for A&E services are required to submit their intent to remain on pre-qualified listings annually to the Division of Purchases or the solicitating department.

8.7.1.3.1 The RFQu can be used to pre-qualify firms for services other than architects, engineers, and land surveyors. Issuing departments may contact the Division of Purchases to request the issuance of an RFQu. A determination will be made by the Purchasing Agent as to the use of the RFQu.

8.7.2 Request for Information (RFI). May be conducted formally (Advertisement and public opening required) or informally (non-advertised, public opening not required).

8.7.2.1 The Request for Information (RFI) is issued when information is required for an upcoming solicitation when the scope of work or specifications are unknown.

a. Responses may include best practices, industry standards, technology issues, and product descriptions.

b. Cost is not required, although an estimated cost may be requested for budgetary purposes.

c. No award is made.

8.8 Construction Manager-at-Risk (CMAR)

8.8.1 The purpose is to allow the use of the "Construction Manager-at-Risk", (CMAR) contracting process.

8.8.1.1 When appropriate for the project, including but not limited to civil works projects such as roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, airport runways and taxiways, storm drainage, and flood control projects, or transit projects commonly designed by professional engineers in excess of two million dollars total project cost; and noncivil works projects such as buildings, site improvements, and other structures, habitable or not, commonly designed by architects in excess of three million dollars total project cost and subject to the terms and conditions set forth herein, the City may use the process known as "Construction Manager-at-Risk."

8.8.2 Definitions

8.8.2.1 As used in this section, the following terms mean:

a. "Construction Manager," the legal entity that proposes to enter into a construction management-at-risk contract under this section.

b. "Construction Manager-at-Risk," a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to the City regarding construction during and after the design of the project.

c. "Guaranteed Maximum Price" (GMP), shall mean the costs necessarily incurred by the Construction Manager for the proper performance of the work and based on a defined scope of work. The GMP will typically include costs for preconstruction services, a contractor's fee including office expenses, overhead, and profit, construction costs including general conditions work, materials, subcontractors, supplies, owner's contingency, and other costs necessary to deliver a specific project complete and accepted by the City. General conditions costs are generally defined as those incurred by the contractor for their onsite supervision, inspections, coordination, and management of the work, as well as equipment, utilities, facilities, bonds, insurance, labor, etc. The GMP will typically not include professional design services.

d. "Total Project Cost," shall mean any costs necessary for the successful completion of the project. These may include but are not limited to expenses incurred for planning, design, land and easement acquisition, permitting, bidding, administration, construction, inspection, and other applicable costs which are essential to complete the project.

8.8.3 For each project for which CMAR is being used, the City Council shall disclose such at a regular meeting and announce its selection criteria at least one week prior to the publication of the request for qualifications.

8.8.4 The City shall select, based upon the qualifications in 8.285 to 8.291 RSMo., a primary engineer or architect before or concurrent with the selection of the CMAR to prepare the construction documents for the project in compliance with all state laws and professional standards. The primary engineer or architect may not serve in any capacity as the CMAR but is not prohibited from providing customary construction administration services as part of their job duties and in accordance with applicable licensing laws.

8.8.5 Nothing herein shall be construed to prohibit the City from contracting with or engaging in independent/third-party inspection, testing, and engineering services necessary for acceptance of the project.

8.8.6 Procedure – Projects utilizing the CMAR project delivery method shall be in two parts: the selection of the CMAR, followed by the engagement of contractors and subcontractors. Both steps are to be publicly advertised and procured in accordance with state law, City Charter, and City Code.

8.8.6.1 Publication for the request for qualifications or proposals shall be by publication in a newspaper of general circulation published in Greene County once a week for two consecutive weeks prior to opening the proposals, qualifications submissions, or by a virtual notice procedure that notifies interested parties of at least twenty various purchases, design contracts, construction contracts, or other contracts each year for the City.

8.8.6.2 Selection of CMAR – The City shall solicit a request for qualifications (RFQu) no sooner than one week after the Council's announcement of its intent to use a CMAR on a project. The RFQu at a minimum shall include general information on the project site, project scope, schedule, selection criteria, the time and place for receipt of qualifications, and other information that may assist the City in its selection of a CMAR.

8.8.6.3 The City shall state the selection criteria in the RFQu. The selection criteria may include the construction manager's experience, past performance, safety record, proposed personnel and methodology, and other appropriate factors that demonstrate the capability of the CMAR. The Director of the Department, which is procuring the CMAR, shall promulgate such rules and regulations needed to identify selection criteria based on the type of project. No fees or prices shall be included in the initial response.

8.8.6.4 After review, the City may request that five or fewer construction managers, selected solely based on qualifications, provide additional information as part of a request for proposals (RFP). RFPs at a minimum shall include a description of the scope of work, design guidelines, project goals, applicable deadlines, budget, selection criteria, time, and place for receipt of proposals, and other information that may assist the City in its selection of a CMAR. CMAR's shall also include their proposed fee and price for fulfilling the general conditions.

8.8.6.5 Qualifications shall account for a minimum of forty percent of the evaluation. Cost shall account for a maximum of sixty percent of the evaluation.

8.8.6.6 For each step, the City shall receive, publicly open, and read aloud the names of the construction managers. Within forty-five days after the date of opening the proposals or qualification submissions, the City or its representative shall evaluate and rank each proposal or qualification submitted in relation to the criteria set forth in the request for proposals or request for qualifications. The City shall interview at least two of the top qualified offerors as part of the final selection.

8.8.6.7 The City shall select the construction manager that submits the proposal that offers the best value for the City based on the published selection criteria and on its ranking evaluation.

8.8.6.8 The City or its representative shall first attempt to negotiate a contract with the selected construction manager. If the City or its representative is unable to negotiate a satisfactory contract with the selected construction manager, the City or its representative shall, formally and in writing, end negotiations with that construction manager and proceed to negotiate with the next construction manager in the order of the selection ranking until a contract is reached or negotiations with all ranked construction managers end.

8.8.6.9 After the City has entered into a contract with the CMAR, the City may allow the CMAR to publicly advertise for bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its sealed bid or sealed proposal for those portions of the work in the same manner as all other trade contractors or subcontractors. The City shall have the authority to restrict the construction manager-at-risk from submitting bids to perform portions of the work. All sealed bids or proposals shall be submitted at the time and location as specified in the advertisement for bids or proposals and shall be publicly opened and the identity of each bidder and their bid amount shall be read aloud.

8.8.6.10 The construction manager-at-risk and the City shall review all trade contractor, subcontractor, or construction manager-at-risk bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, engineer, architect, or the City involved with the project. If the construction manager-at-risk submitted bids or proposals, the City shall determine if the construction manager-at-risk's bid or proposal offers the best value for the City. After all proposals have been evaluated and clarified, the award of all subcontracts shall be made public.

8.8.6.11 If the construction manager-at-risk reviews, evaluates, and recommends to the City a bid or proposal from a trade contractor or subcontractor, but the City requires another bid or proposal to be accepted, the City shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk may incur because of the City's requirement that another bid or proposal be accepted.

8.8.6.12 If a selected trade contractor or subcontractor materially defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the construction manager-at-risk may itself, with approval of the City, and without further advertising, fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

8.8.6.13 The penal sums of the performance and payment bonds delivered to the City shall each be in an amount equal to the fixed contract amount or guaranteed maximum price. The construction manager-at-risk shall deliver the bonds not later than the tenth day after the date the fixed contract amount or guaranteed maximum price is established.

8.9 Bid and Proposal Submission Conditions

8.9.1 Any solicitation issued on the Division of Purchases' e-bidding site shall require responses to be submitted electronically on said site. Responses received late or via another method will be rejected and will not be returned to the bidder/respondent.

8.9.1.1 The exception would be for purchases below the department's requirement to the provided quotes threshold of $5,000.01 to $25,000.00 in which email quotes have been received and the results are identified on the email quote tabulation form.

8.9.1.2 Bids and proposals may be withdrawn, modified, or revised prior to the bid opening or RFP closing.

8.9.1.3 Bids and proposals cannot be revised after they are opened. Once a bid or proposal is opened, all documents become the property of the City. Exception: If only one bid/proposal is received, refer to section 8.9.1.7 of this policy.

8.9.1.4 Awards may be split among multiple bidders or respondents if it is in the best interest of the City.

8.9.1.5 The Purchasing Agent or their designee will confer with the project manager(s) to discuss a recommendation of award in the event two or more bids/proposals are equal in cost or value.

8.9.1.6 Non-responsive:

a. Any bid submitted that does not meet the minimum requirements set forth in the IFB, including Terms and Conditions, will be deemed non-responsive and will be rejected as unacceptable.

b. Any proposal that does not meet the minimum requirements set forth in the RFP will be deemed non-responsive and the respondent may request exceptions to the terms and conditions of the RFP, which can be discussed during the negotiation phase of the RFP process.

c. Any respondent identified on the Federal or State debarment list shall be deemed non-responsive and ineligible for contract award. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that all respondents are not in a debarred status. A record of verification from both the Federal and State government pertaining to debarred status shall be kept in the project file.

8.9.1.7 Only one solicitation response submitted:

a. When the applicable solicitation process has been utilized and only one bid response is received, the City shall have the opportunity to negotiate price only with the lone respondent if the response is deemed to be responsive and responsible in accordance with the solicitation to determine an award that is deemed to be in the best interest of the City.

8.10 Bonds - Bid Security Requirements

8.10.1 Payment bonds per State Statute 107.170, for public works (construction-related) projects with an estimated value of $50,000.00 or above shall be required. Performance bonds shall also be required. When deemed necessary by the project manager, maintenance bonds shall also be required.

8.10.2 All bonds shall be provided by a surety company authorized to do business in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least an A Best's rating and an FPR9 or better financial performance rating per the current A.M. Best Company ratings).

8.10.3 The City's preapproved bond forms shall be utilized, or the bond(s) will not be accepted.

8.10.4 Bid bonds may be provided via an electronic format by a bond provider approved by the City.

8.10.4.1 Cash Equivalent - may be submitted in lieu of the bond.

8.10.5 Failure to submit a bid bond as required in the solicitation will result in the rejection of the bid or proposal.

8.10.6 If the bidder fails to honor the bid for any reason, the bid security may be retained by the City.

8.10.7 The value of bid security is equivalent to five percent of the bid or proposal price.

8.10.8 Payment and Performance Bonds – Bonds are required for any construction-related public improvement project type solicitation that is estimated to exceed $50,000.00.

8.10.8.1 Issued in an amount of one hundred percent of the price specified in the bid or proposal.

8.10.8.2 The City's preapproved bond forms shall be used, or the bond will not be accepted.

8.10.9 Maintenance Bond – A maintenance bond may be required by the project manager. This surety bond shall be established for one hundred percent of the total award amount and the amount of time shall be stipulated, i.e., six months, one year, or eighteen months after final completion and acceptance by the City or if applicable, when the warranty period has expired. Sections 8.10.4 and 8.10.5 shall apply.

8.10.10 All payment, performance and maintenance bonds shall initially reflect the total cost of the project. Any change orders/modifications that increase the total cost of the project by twenty percent or greater will require all applicable bonds to reflect the changed/modified total cost.

8.11 When Competitive Bidding is Not Required

8.11.1 In the following cases, competitive bidding shall not be required. Nevertheless, a contract or purchase order is required.

8.11.1.1 Livestock.

8.11.1.2 Insurance which has a standard premium set by the State of Missouri.

8.11.1.3 Works of art.

8.11.1.4 Purchases are made cooperatively with other units of government.

8.11.1.5 Services of individuals possessing a high degree of professional skill as determined by the City Attorney. Any subsequent contract shall be performed by Contract Administration.

8.11.1.6 Aviation fuel, lubricants, and parts purchased for resale at the regional airport.

8.11.1.7 Merchandise purchased directly from the manufacturer for resale by City facilities.

8.11.1.8 Purchases from federal, state, or other local governmental units.

8.11.1.9 Drugs not stocked in the City Clinic Pharmacy which are ordered for patients of the Springfield Greene County Public Health Center.

8.11.1.10 Contracts for printing or engraving of bonds or other evidence of indebtedness.

8.11.1.11 Magazines, books, or periodicals.

8.11.1.12 Fuel purchases provided that the City has requested bids from three fuel suppliers and provided that the City has previously taken competitive bids for such fuel and the seller of the fuel has exhausted their allocation of fuel.

8.11.1.13 Items or services for data processing when the item or service is designed to be used in connection with an existing data processing system, and the City Manager has determined that it is reasonable to require all such items or services to be used with the existing data processing system, shall be compatible so that responsibility for the operation and maintenance of the system may be determined.

8.11.1.14 Items purchased through the State of Missouri at a price deemed below that obtainable from private dealers pursuant to the procedure authorized by Sections 67.330 through 67.390 RSMo., and pursuant to the rules and regulations governing cooperative procurement established by the state.

8.11.1.15 Recurring payments such as utilities, postage, telephone, travel, mileage, principal and interest on debt, rents, FICA, pension contributions, judgments and claims, and publications.

8.11.1.16 The City Purchasing Agent shall require the submittal of a Sole Source Justification and Approval Request form for such sole source items and shall determine if the requested good or service is a sole source.

8.11.1.17 Items procured utilizing funds donated or granted to the City if the terms of the grant or donation agreement require the City to procure a specific item from a specific source.

8.11.1.18 Advertising. A City contract may not be required due to the unique and specific nature of advertising. Contract requirements shall be determined by the Purchasing Agent.

8.11.1.19 Utilization of cooperative contracts. The utilization of cooperative contracts shall be approved by the Purchasing Agent.

8.11.1.20 Emergency Purchases. Refer to sections 15.4-15.7 of this policy.

8.12 Sole Source

8.12.1 As determined by the Purchasing Agent, a sole source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the purchase.

8.12.2 Documentation from the manufacturer for commodities or the service provider for services is required by the requesting department to justify a sole source purchase.

8.12.3 A Sole Source Justification and Approval Request form must be submitted and approved by the Purchasing Agent prior to the purchase of specified goods or services.

8.13 Cooperative Purchases

8.13.1 Commodities or services purchased through contracts established by a government purchasing entity or cooperative pursuant to RSMo.70.220, or other cooperatives that utilized generally accepted governmental purchasing practices through the competitive bidding process. The Purchasing Agent shall determine the acceptance and utilization of cooperative contracts.

9.0 Public Improvements

9.1 Public improvement means a project for construction, reconstruction, or major renovation of real property by or for a contracting agency.

9.2 Public improvement bidding is processed through the Division of Purchases or the applicable department.

9.3 Public improvement projects are bid in accordance with the bidding procedures as defined in this policy as well as Article VI of Chapter 98 of the City's Code of Ordinances, with these added conditions:

9.3.1 All public improvements require competitive bids unless the work shall be performed by City staff, the utilization of established City contracts, or cooperative contracts that followed a competitive bid process and are approved by the Purchasing Agent.

9.3.2 A payment bond per State statute (RSMo. 107.170) for one hundred percent of the total award amount are required for all projects over $50,000.00. A performance bond for one hundred percent of the total award amount are required for all projects over $50,000.00 shall also be required per City Charter.

9.3.3 A maintenance bond may be required by the project manager. This surety bond shall be established for one hundred percent of the total award amount and the amount of time shall be stipulated, i.e., six months, one year, or eighteen months after final completion and acceptance by the City.

9.3.4 All public improvement projects shall comply with the Missouri Prevailing Wage Law when required.

9.3.5 A contract shall be established that incorporates all required contractual documents.

9.3.6 A purchase order shall be created to encumber funds and to create a payment method.

9.4 Change Orders/Contract Modifications to Public Improvement Contracts that were solicited by the Division of Purchases.

9.4.1 All change orders/contract modifications to public improvement contracts shall adhere to the following applicable administrative modification approval process. Said change orders/contract modifications must be reviewed for both entitlement (the scope of the work proposed in the change order is not already included in the original scope of work) and cost appropriateness (the pricing is aligned with the original contract).

9.4.1.1 The department enters a requisition in the City Finance-Purchasing system.

9.4.1.2 After internal department review and approval, the department shall forward the requisition for a change order/contract modification to the Division of Purchases for processing.

9.4.1.3 The department shall submit change order and/or contract modification documents, which may include invoices, engineer/architect changes, inter-office memos, etc. to the Division of Purchases, and purchasing assistant(s). After the requisition has been assigned, these documents are provided to the buyer of record.

9.4.1.4 The buyer will request the following from the contractor: a signature on the change order/contract modification, bond increase, and updated certificate of insurance if applicable.

9.4.1.5 The change order/contract modification will be sent to Contract Administration for review and bond verification.

9.4.1.6 Contract Administration will route for required signatures.

9.4.1.7 Upon contract modification execution, a purchase order is created. The purchase order, executed change order/contract modification, and executed bonds are sent to the contractor/department.

9.4.1.8 For changes in quantities, materials, scope, time, or costs must be approved administratively by those individuals or their designee who originally executed said contract.

9.4.2 Urgent Change Authorizations for Construction Contracts – When an urgent change order is required due to the stage of construction in progress or to prevent a lengthy delay in a project, said change order must be approved by the appropriate Department Director who may immediately proceed with the work outlined in the urgent change order. The said Director shall inform the City Manager of said change order as early as possible via email requesting approval. The applicable administrative modification approval process shall be adhered to.

10.0 Grants and Federal Funding

10.1 Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Purchasing Policy, City Code, City Charter, and Financial Control Procedures (FCP) adopted by the City Council.

10.2 Bids or proposals for procurements with federal funds shall comply with federal regulations for procurement, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall not be subject to local preference requirements.

11.0 Term Contracts

11.1 Established by the Division of Purchases through competitive solicitations to eliminate recurring bids and to take advantage of economies of scale (lower price for a higher volume of purchases).

11.2 Generally issued for a twelve-month contractual term and may have renewal options.

11.3 Issued for and may be used by all City departments.

11.4 Listed on the Purchasing page on the City internet site.

11.5 Requisitions are prepared by the department.

11.6 The Purchasing Agent shall determine the solicitation method.

11.7 The Division of Purchases will create the Term Contract.

11.8 The Division of Purchases will issue a purchase order via requisition from the requesting department.

11.9 Requesting Department shall enter the following on the requisition:

11.9.1 Term contract number.

11.9.2 Current vendor email address.

11.9.3 Order quantity, the unit of measure, contracted pricing, and any other relative information for the creation of a purchase order.

12.0 Administration of Contract Terms

12.1 The project manager(s) is responsible for the administration of the contract terms. Responsibilities include, but are not limited to:

12.1.1 Monitoring timelines for completion.

12.1.2 Administering Prevailing Wage requirements.

12.1.3 Addressing billing/payment issues.

12.1.4 Documenting compliance issues and the steps taken to address the vendor; include dates, names, etc. Project Manager(s) should identify key contract terms and monitor the vendor's compliance with those items.

13.0 Vendor Performance Evaluation

13.1 Departments are responsible for submitting a Vendor Performance Report Form located on the Purchasing page on the City's internet site and all supporting documentation to the Division of Purchases if the department is unsuccessful in resolving contract performance issues. A Vendor Performance Report should also be completed if there are any concerns pertaining to utilizing said vendor in the future.

13.2 The Division of Purchases will discuss performance issues with the department and legal counsel.

13.3 The Division of Purchases may arrange a meeting, upon request by the applicable department staff, to discuss potential remedies.

13.4 If necessary, the Division of Purchases will schedule a meeting with the department and the vendor to seek a resolution which may include but is not limited to the issuance of a cure letter to resolve the issue.

13.5 The Purchasing Agent will make any decision to terminate a contract or agreement with the consent of the aggrieved department and legal counsel.

13.6 Departments are also encouraged to use the Vendor Performance Report Form to provide positive feedback about a vendor.

13.7 A Vendor Performance Report should also be completed if there are any concerns pertaining to utilizing said vendor in the future.

13.8 A list of vendors with performance issues pertaining to contracts established via the Division of Purchases shall be maintained in the Division of Purchases. This responsibility should also be taken for those departments that conduct their own solicitations and establish their own contracts.

14.0 Signature Authority

14.1 The City Manager or their designee has the authority to sign contracts.

14.2 The Purchasing Agent signs all contracts, purchase orders, and price agreements solicited by the Division of Purchases, no matter the value as delegated by the City Manager and City Charter.

14.3 The chairperson of any administrative board of the city has the authority to execute binding instruments unless the City Charter, City Code, ordinances, or resolutions of the City shall expressly provide otherwise or unless any such administrative board by rule, regulation, or resolution expressly provides otherwise.

14.4 The Finance Director or their designee has the authority to sign contracts as delegated by the City Manager.

14.5 The City Charter requires that the City Attorney approves all contracts as to form. No contract shall be valid until it has been approved as to form by the City Attorney. At their discretion, the City Attorney may establish procedures by which contracts may be pre-approved as to form.

15.0 Requisition Types

15.1 Regular Requisition

15.1.1 The Department enters a requisition in the City Finance-Purchasing system to begin the purchasing process.

15.1.2 The Division of Purchases will assign the requisition to the applicable buyer.

15.1.3 The Purchasing Agent will determine the applicable solicitation method.

15.1.4 The Division of Purchases will issue a purchase order in accordance with solicitation results.

15.2 Computer Hardware, Software, and/or Accessories Requisition

15.2.1 All requisitions for computer hardware, software, maintenance and support, and accessories that interface with the City's computer network system must be approved by the Information Systems (IS) Director or their designee and the said IS approver and their position shall be stated on the requisition.

15.2.2 Specific IS terms and conditions as well as applicable insurance requirements that shall be included in the solicitation and/or contract document shall be determined by IS.

15.2.3 The Division of Purchases will pursue the applicable solicitation, contract, or issuance of a purchase order.

15.3 Blanket Order Requisition

15.3.1 Issued against an established contract, usually a term contract.

15.3.2 The Department enters a requisition in the City's Finance-Purchasing system.

15.3.3 The applicable contract must be referenced on the requisition.

15.3.4 The current email address of the vendor must be entered on the requisition to ensure the correct delivery of the purchase order.

15.3.5 Issued for a period that does not exceed the term of the contract.

15.4 Emergency Purchase Requisition

15.4.1 An emergency purchase is made to alleviate a situation in which there is a threat to public health, welfare, or safety, under certain conditions defined below, that does not allow time for normal, competitive Purchasing procedures. The department directors are responsible for determining an emergency purchase situation. Some examples include:

15.4.1.1 The operation of the department would be seriously hampered.

15.4.1.2 The protection or preservation of public property would not be possible by following normal Purchasing procedures.

15.4.1.3 Issuing a regular purchase order would adversely affect the service provided by the department.

15.4.2 Normal bidding procedures are not required, but the department is encouraged to solicit three quotes when possible.

15.5 Emergency Process: Under $50,000.00

15.5.1 The applicable Director shall notify the Director of Finance and the Purchasing Agent via email describing the emergency.

15.5.2 The Purchasing Agent shall determine whether the situation meets the requirements of an emergency purchase and shall convey such via an email response.

15.5.3 The Director of Finance or their designee shall approve that funding is available for the purchase and shall convey such via an email response.

15.5.4 The final approved email string shall be saved in a file created by the Purchasing Agent or their designee.

15.5.5 If a requisition is issued to make payment, the requestor shall identify "Emergency" and state the approved email date on the requisition.

15.5.6 If approval via email is not immediately available, verbal approval by the Purchasing Agent and/or Director of Finance shall be allowed with confirmation via email provided as soon as possible.

15.6 Emergency Process: Over $50,000.00

15.6.1 All steps stated above shall be required with the addition of the following:

15.6.2 The City Manager or their designee will need to be included in the original emergency email request and their approval shall be required.

15.6.3 If approval via email is not immediately available, verbal approval by the City Manager or their designee shall be allowed with confirmation via email provided as soon as possible. Said confirmation shall be kept with the file.

15.7 Emergency Purchase after Regular Business Hours

15.7.1 When the City Purchasing Agent cannot be contacted, the Director of the department may make the necessary emergency purchase at their discretion outside of normal business hours whenever an emergency exists. The Director of the department that makes such an emergency purchase shall contact the Division of Purchases immediately and before the close of the next business day.

15.7.2 Use a P-card to make the purchase; or

15.7.3 On the next working day, the department enters an emergency requisition into the City's Finance-Purchasing system with a notation that this is an emergency request and states the obtained emergency approvals on the requisition as well as the email or verbal approval date.

15.7.4 The Division of Purchases will generate a confirming copy of the emergency purchase order and will provide it to the supplier.

15.8 Change Order Requisition

15.8.1 May be used to delete, substitute, or add items or services and to increase or decrease pricing.

15.8.2 All changes to purchase orders must be authorized by the Purchasing Agent prior to vendor notification.

15.8.3 The department enters a requisition in the City's Finance-Purchasing system and references the PO number to be changed.

15.8.4 Justification verbiage must be entered on the requisition that specifies the changes, the reason for the changes, and the total revised cost of the purchase order.

15.8.5 Email additional justification to the designated Division of Purchases buyer, i.e., approved contractor change order request.

15.8.6 The Division of Purchases will issue a purchase order that reflects the changes and send it to the vendor.

15.8.7 If the change order requisition will be issued pertaining to an established contract, a contract modification will be issued by the Division of Purchases with the approval of the applicable Director and/or project manager(s).

15.8.8 If the change impacts a bonded project, bonds will need to be modified by the contractor and their bonding agent to reflect the change(s).

16.0 Purchase Order (PO) Except for situations such as emergency purchases or other exceptions included in this policy, City employees cannot commit the City to any purchase transactions until a Purchase Order is completed through the appropriate processes included in this policy.

16.1 A Purchase Order (PO) is a form of contract that establishes and specifies the following:

16.1.1 The parties to the contract.

16.1.2 Acceptance of a bid or quote.

16.1.3 Authorizes vendor to deliver.

16.1.4 The terms and conditions.

16.1.5 Describe what is to be provided.

16.1.6 The quantity being delivered.

16.1.7 The prices and total to be paid.

16.1.8 The location for delivery is required and promised.

16.2 A PO is a control and accounting document; it provides and accomplishes the following:

16.2.1 The basis for receiving and payment.

16.2.2 The appropriation data.

16.2.3 Encumbers and certifies the funds.

16.2.4 Specifies the amounts to be paid.

16.3 Purchase orders are generated from requisitions by the Division of Purchases and emailed to the vendor or by the using department if PO amount is under the informal threshold of $25,000.00.

16.4 If applicable, a purchase order will be generated only after all solicitation and award criteria are satisfied.

16.5 It is imperative that the using department include a current email address on the originating requisition to ensure the proper delivery of the purchase order to the vendor. Purchasing sends the PO to the vendor and a copy to the requestor.

16.6 A purchase order shall not be utilized in lieu of a standard contract or to circumvent the need for a standard contract. Inquiries pertaining to the utilization of a purchase order shall be directed to the Purchasing Agent. Any misutilization of a purchase order may be grounds for disciplinary action referred to in section 34.0 Remedies of this policy.

17.0 Freight

17.1 When departments are obtaining pricing from vendors, they should always inquire if the price quoted includes freight or if there is a separate cost for freight. Either way, the freight cost quoted must be F.O.B. (Freight on Board) destination. Acceptance of vendor terms other than F.O.B destination requires the prior approval of the Purchasing Agent.

18.0 Architects, Engineers, and Land Surveyors (A&E)

18.1 Approval of A&E firms:

18.1.1 The State of Missouri requires the RFQu (Requests for Qualifications) process to be used to prequalify architects, engineers, and land surveyors.

18.1.2 If the RFQu solicitation is conducted by the Division of Purchases, the solicitation will be sent to the department's identified vendor list via email, and it will be posted on the Division of Purchases' e-bidding site.

18.1.3 If the RFQu solicitation is not conducted by the Division of Purchases, the soliciting department shall obtain approval for their solicitation process from the Purchasing Agent before the posting of the solicitation.

18.1.4 Evaluation criteria shall be established and said criteria shall be assigned relative points as determined by the project manager. All points should not exceed one hundred.

18.1.4.1 It will be the determination of the project manager(s) based upon the scoring outcome as it pertains to the stated evaluation criteria and assigned points as to what firms scored the highest and at least meet the minimum qualifications to be placed on an approved qualified list.

18.2 Selection Committee

18.2.1 The Director of the contracting department, board, or agency shall appoint the Architect-Engineer Selection Committee for each architect, engineer, and land surveying services contract. The Selection Committee shall evaluate statements of qualifications, performance data, and the estimated prices or price guidelines when requested, and submitted by firms in response to the RFQu solicitation. The Selection Committee shall conduct discussions with the highest-ranking firm(s) determined by the outcome of the evaluations, regarding the contract and the relative utility and cost of alternative methods of approach for furnishing the required services, and then shall select therefrom, in order of the highest to lowest ranking firm(s), said firm(s) deemed to be the most advantageous to the City to provide the services required.

18.3 Selection and contracting with an A&E firm:

18.3.1 Project Manager(s) responsibilities:

18.3.1.1 Select the most qualified firm(s) from the approved qualified list.

a. Enter a requisition into the City's Finance-Purchasing system.

b. Submit via email to the Division of Purchases for approval, along with the scope of work, negotiated price, and any other supporting documentation.

18.3.1.2 Division of Purchases responsibilities if the solicitation was conducted by the Division of Purchases:

a. The Division of Purchases shall request and obtain all applicable contract documents.

b. Submit all contract documents to Contract Administration for review and routing for required signatures, including approval from the City Attorney's Office.

c. Upon contract approval, issuance of a Notice of Award or Notice to Proceed to applicable vendor(s).

18.4 Other Responsibilities:

18.4.1 If the RFQu solicitation was conducted outside of the Division of Purchases, the Director of the contracting department, board, or agency shall comply with the processes identified in this policy when applicable.

18.4.2 For the issuance of a contract for services, the Director of the contracting department, board, or agency shall work with Contract Administration for the execution of the applicable contract(s).

18.5 Negotiation:

18.5.1 The Director of the contracting department, board, or agency shall negotiate a contract with the firm(s) determined to be the most advantageous to the City in accordance with the established evaluation criteria for the solicitation. Should the Director of the contracting department, board, or agency be unable to negotiate a satisfactory contract with the highest-ranking firm, negotiations shall be formally terminated. If contract negotiations fail with the highest-ranking firm, the Director of the contracting department, board, or agency shall then enter into negotiations with the second highest-ranking firm and so on until a contract has been executed or another solicitation is warranted.

19.0 Right of Protest

19.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of bids or the award may protest to the City Purchasing Agent. The protestor shall present in writing the basis upon which the solicitation or award is contested and must be presented within ten days after the opening/closing of the solicitation. Before proceeding with any court action, a person must pursue the administrative remedies set forth below.

19.1.1 Upon receipt of a protest, the Purchasing Agent shall contact the applicable project manager(s), their Director, the Director of Finance, City Manager and the applicable City Attorney(s) and provide them with the grounds of protest by the aggrieved party.

19.1.2 All processes pertaining to an award or issuance of a contract shall cease until a decision pertaining to the protest is reached.

19.1.3 Protests provided to the Purchasing Agent must contain the following information:

19.1.3.1 Company name, address, phone number, and signature of the authorized representative.

19.1.3.2 Solicitation number.

19.1.3.3 Detailed statement describing the grounds of protest.

19.1.3.4 Supporting evidence or documents to substantiate the claim.

19.2 The City Manager will review the information provided and they or their designee will issue a written decision within five business days of receipt of the protest when possible. The decision shall be final.

20.0 Authority to Suspend or Debar

20.1 Upon review with legal counsel, the City Purchasing Agent shall have the authority to suspend or debar a company or individual from consideration for bid awards. A suspension may be for six months up to five years in length.

21.0 Suspension and Debarment Procedures

21.1 Notice of suspension or debarment shall be given by certified mail at least seven days prior to the effective date of the suspension or debarment.

21.2 The person to be suspended or debarred has a right to a hearing if requested within fourteen days after the mailing of the notice.

21.3 The hearing shall be held promptly thereafter before the Hearing Officer. A Hearing Officer will be appointed by the City Manager for this purpose. The Hearing Officer shall have all the powers necessary to conduct the hearing.

21.4 The City Attorney, on behalf of the City, or any party to the proceeding may request that the Hearing Officer issue subpoenas for witnesses or subpoenas duces tecum. The Hearing Officer shall cause a record of the case to be kept, and copies shall be made available to any interested person upon the payment of a fee. The hearing need not be conducted according to the rules of evidence. Any relevant matter may be admitted and considered by the Hearing Officer if it is the sort of evidence on which reasonable people are accustomed to relying on the conduct of serious affairs. Objections to evidence shall be noted and the Hearing Officer may rule on such objections.

21.5 The decision of the Hearing Officer shall be in writing and shall be subject to appeal under Chapter 536, Revised Statutes of Missouri. All decisions of the Hearing Officer shall be final thirty days after the mailing or personal delivery service of the decision.

21.6 Suspension or debarment will not last during the pendency of any hearing or appeal.

22.0 Causes for Suspension or Debarment

22.1 The causes for suspension or debarment include the following:

22.1.1 A conviction within the last ten years for the commission of a criminal offense as an incident of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

22.1.2 A conviction within the last ten years under state or federal statutes for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor.

22.1.3 A conviction within the last ten years under state or federal statutes arising out of the submission of bids or proposals.

22.1.4 A violation within the last two years of contract provisions, as set forth below, of a character which is regarded by the City Purchasing Agent or the Director of the contracting department or board to be so serious as to justify debarment action.

22.1.5 A deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

22.1.5.1 A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

22.1.5.2 Violation of general ethical standards in relation to gratuities or kickbacks involving City contracts.

22.1.5.3 Any other cause that the City Purchasing Agent or Director of the contracting department, board, or agency determines to be so serious and compelling as to affect responsibility as a contractor.

23.0 Solicitations or Awards in Violation of Law

23.1 When a solicitation or award is determined to be in violation of law, the following provisions shall apply:

23.2 Remedies Prior to Award - If prior to award, it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall either be canceled or revised to comply with the law. Revisions to a bid may only be performed by the bidder before the date and time specified in the solicitation. Any revisions to a proposal submitted in response to a request for proposals (RFP) may only occur if the proposer has been selected as the highest-ranking firm and the City enters negotiations with the said firm. If a negotiated best and final offer cannot be reached with the highest-ranking firm, the City may proceed to the next highest-ranking firm and so on until a contract has been executed or another solicitation is warranted.

23.3 Remedies After Award - If after an award it is determined that a solicitation or award of a contract is in violation of law, then:

23.3.1 If the person awarded the contract has not acted fraudulently or in bad faith, at the option of the City.

23.3.2 The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the City; or

23.3.3 If the person awarded the contract has acted fraudulently or in bad faith, at the option of the City.

23.3.3.1 The contract may be declared null and void; or

23.3.3.2 The contract may be ratified and affirmed if such an action is in the best interests of the City, without prejudice to the City's rights to such damages as may be appropriate.

24.0 Disposal of Obsolete, Scrap, or Surplus Property

24.1 Obsolete, scrap, or surplus City items shall be disposed of by the City Purchasing Agent or their designee in any one or more of the following ways:

24.1.1 Transfer on the City's books of accounting, at book or other negotiated value, to other City departments as provided for by Section 19.19(2) of the Charter.

24.1.2 Transfer to another department, board, or agency – Before disposal by any other method, The Division of Purchases shall advise all City agencies that the surplus material is available for transfer. If a Department desires the surplus item(s), it shall be transferred to the said department at a mutually agreed-upon price.

24.1.3 Trade-in: The surplus items may be used to obtain trade-in credit against the purchase of replacement items.

24.1.4 Solicitation of bids for such property – In advertising and accepting bids for obsolete, scrap, or surplus items, the City Purchasing Agent or their designee shall follow the usual practices of competitive bidding. If formal bids are requested by the City, they will be opened at the time and place specified in the bid documents. When necessary, bid surety shall be required of prospective bidders and the amount will be set by the City Purchasing Agent. Determination of the highest and best bidder will be made by the City Purchasing Agent or their designee. Proceeds will go into the City's general fund unless otherwise approved by the Director of Finance.

24.1.5 Publicly advertised auction sales – Surplus property may be sold to the highest bidder by any method of public auction approved by the City Purchasing Agent.

24.1.6 Donation – The City Purchasing Agent may donate surplus items under certain conditions:

24.1.6.1 All other methods of disposal have failed to result in the sale of the surplus items; or

24.1.6.2 The Director of the department in possession of the surplus item and the City Purchasing Agent certifies that the surplus item has no further use.

24.1.6.3 Donations may be made to a church, charity, or not-for-profit organization if the above conditions 24.1.1-24.1.5 are satisfied.

24.1.7 Destruction or “Throw Away” – If all attempts to sell or donate fail or if the surplus item is broken, damaged, or depleted to the obvious point of no value or use including no value as scrap, the City Purchasing Agent at the request or with the concurrence of the Director of the department, board, or agency of the City in possession may authorize the destruction of the surplus item or disposal in the City landfill or by another appropriate method of final disposal.

24.1.8 Declaration of surplus items – Surplus items shall be declared on the “Declaration of Surplus Property “page located on the Division of Purchases web page located on the intranet.

24.1.9 Personal Employee Purchases – Merit Rule 11.9 (Purchase of Property) shall govern the purchase of surplus property: “Salaried officers and employees, their spouses and minor children, are prohibited from either directly or indirectly bidding on or purchasing property owned by the City or under the direction and control of the City when the property is being sold at a public sale or auction.” All other aspects of Merit Rule 11.9 shall apply.

24.1.10 The City Charter provides that a department, board, or agency may trade in obsolete or surplus items for credit against the purchase price of replacement items. If a department, board, or agency, elects to trade in rather than dispose of as provided in paragraphs 24.1.1, 24.1.2, 24.1.4 and 24.1.5 above, the City Purchasing Agent along with the product expert from the applicable department shall determine the actual methods to obtain the best value or credit for such items.

25.0 Disposal of Property Held by the Police Department

25.1 This section relates to, and embraces lost, stolen, strayed, abandoned, unclaimed, or confiscated property which of itself is not contraband or the possession of which is not unlawful, which is now, or which may hereafter come into the possession of the Police Department, which is not subject to other provisions of state or federal law pertaining to the disposal of property.

25.2 All personal property shall be kept by the Police Department for sixty days unless the owner or person entitled to the possession of such property shall sooner claim such property and establish their ownership and right to possession thereof.

25.3 If the owner or person entitled to the possession of the property shall fail to claim such property within sixty days, and the Police Department is unable to locate the owner, then at such time or at any time thereafter, the Chief of Police may cause a notice to be published in a daily Springfield newspaper or another acceptable and applicable form of notice medium which has the greatest circulation to the public for three days, in addition, the notice shall be given in a manner reasonably calculated to reach the attention of all interested persons. The notice shall state that the property shall be disposed of on a certain date either for use in the Police Department, for donations as set forth below, or in accordance with Section 24, of this policy. In the event the property is sold at public auction to the highest bidder for cash, the notice shall state the time and place or method of such sale.

25.4 If the owner or person entitled to the possession of property advertised as above shall fail to claim the same at any time before the date of disposal, then the property shall be transferred or sold to the highest bidder for cash, and the acquiring department or purchaser shall take a good and perfect title to the property. The City Purchasing Agent is hereby authorized to contract for the services of an auctioneer and clerk for said auction sales and may pay for the costs of such services from the proceeds of the sale.

25.5 Any funds, other than those payable to the state, received from the sale of any property as provided in this section, less the cost of publication and keeping the same for sale and the costs of such sale, shall be paid into the City of Springfield's General Fund.

25.6 The Chief of Police shall have the authority to donate appropriate unclaimed property to the Greene County Juvenile Office, in such amounts as will better enable them to fulfill their public purposes, subject to such guidelines as the City Manager may provide.

25.7 Whenever a weapon comes into the possession of the Police Department, and is no longer needed as evidence, and there is no applicable Missouri statute for its disposition, then the Chief of Police may cause such firearms to be retained for use by the Police Department or application may be made by the Chief of Police to the Judge of the Municipal Court for an order of disposition. The Judge of the Municipal Court is authorized to order the sale of legal firearms which is in apparent working order to the highest bidder who holds a valid federal firearms license; a certified copy of said license shall be provided to the Police Department at the time of the sale. The Judge of the Municipal Court is also authorized to order the destruction of ammunition, or of any firearm or weapon which is illegal to possess, is a firearm which is in such worn condition to be dangerous to use, or for any other reason deemed not appropriate or suitable for sale to the public.

25.8 Upon application by the Chief of Police, the Judge of the Municipal Court is authorized to issue an order of destruction or disposition of any alcoholic beverage seized because of a violation of the Springfield City Code or state law.

25.9 The Chief of Police shall order the destruction of all property that is not disposed of by any method as stated above. Said property shall be destroyed in the presence of two police officers who shall sign a certificate of said destruction. These certificates shall become part of the permanent records kept by the Police Department.

26.0 Disposal of Obsolete, Scrap, or Surplus Property Used for Public Safety Purposes

26.1 Whenever the Police Department or Fire Department has equipment, tools, or materials relating specifically to public safety functions that have become obsolete, scrap, or surplus to the needs of the Police Department or Fire Department, these items shall be disposed of in accordance with Section 24.0 paragraph 24.1, subparagraphs: 24.1.1, 24.1.2, 24.1.3, 24.1.4, 24.1.5, and 24.1.6 of this policy; or the City Purchasing Agent may, at their discretion and if requested in writing by Chief of Police or Fire Chief, donate these items to bona fide police, fire, or other public safety agencies within the State of Missouri.

26.2 This section shall not apply to vehicles of any kind. This section shall not apply to any item with a current book value of more than $1,000.00 nor to any item with an original acquisition cost of more than $10,000.00. Book value shall be determined using the straight-line method of depreciation of the original acquisition cost less estimated salvage value. If the book value of the item(s) cannot be determined, then the City Purchasing Agent, upon consultation with the applicable Public Safety Department, may estimate the current value and substitute such an estimate for the book value.

26.3 The City Purchasing Agent shall determine if the item(s) are needed by any City Department, board, or agency prior to offering the item(s) to other qualified public safety agencies. If the item(s) are needed by a City Department, board, or agency, the authority granted to the City Purchasing Agent by this section shall not apply.

26.4 Any properly established police, fire, or other public safety organization in the State of Missouri shall be qualified to receive items under this section. Any public safety organization to which items are donated pursuant to this section shall agree in writing to waive any liability of the City of Springfield, Missouri, and shall further agree not to sell or use as a trade-in against the purchase of another item.

26.5 If, after notification by the City Purchasing Agent that item(s) is available for donation under this section, more than one qualified organization has requested the item(s), then the selection of the donation recipient shall be made by the drawing of lots. Lots shall be drawn first for Greene County organizations, next for the counties bordering Greene County, and last, for other Missouri counties.

26.6 The Chief of Police shall establish and maintain records of all donations made under this section. Such records shall include the item description, acquisition cost, book cost if available, and donor organization. A copy of the donation’s records shall be provided to the City Purchasing Agent for electronic storage.

26.7 Donation of Public Safety Surplus Item – If requested by the Chief of the Police Department or Fire Department, the City Purchasing Agent may donate surplus safety items, except for vehicles, to bona fide public safety agencies in the state of Missouri with the first choice given to Greene County agencies, the surrounding public entities located within the Springfield Metropolitan Statistical Area (SMSA), then all other public entities. In the event more than one such organization wants the property, then the City Purchasing Agent shall draw lots to make the selection.

26.8 Utilization of State of Missouri's Donated/Sale of Public Safety Equipment Programs.

26.8.1 The Chief of the Fire Department may utilize the Missouri Department of Public Safety, Office of the Fire Marshall donated equipment program in accordance with RSMo. 320.091.

26.8.2 Any other established State of Missouri donation or disposal of public safety equipment program may be utilized by the applicable Chief of the Police Department or Fire Department.

27.0 Disposal of Service Weapons by Retired Law Enforcement Officers

27.1 This section relates to the allowance of retired Police Officers and Fire Marshals to purchase their service weapons.

27.1.1 Following the completion of employment, a sworn law enforcement officer who retired in good standing from the Police Department or Fire Department shall be given the option to purchase from the City the service weapon issued to them for use during their period of employment.

27.1.2 Sworn law enforcement officers who resign from service, and who do not qualify as retired pursuant to the current Police Department Policy are not eligible.

27.2 Any sale of a service weapon pursuant to this section shall be of actual cash value considering the age and condition of the service weapon.

27.3 The Chief of Police shall have the sole authority to declare whether an officer retired in good standing for this section.

27.4 The Chief of Police shall further have the authority to adopt policies and procedures as necessary to implement this section and to assess the actual cash value of property disposed of pursuant to this section.

27.5 Any service weapon that has become obsolete, scrap, or surplus to the needs of the Police Department and is not disposed of in accordance with subsections 27.1.1 – 27.4 of this section shall be disposed of in accordance with subsection 26.1 of this policy.

28.0 Disposal of Art Museum Objects

28.1 The Art Museum may dispose of Art Museum objects when the object is determined by the Art Museum to be unnecessary, irrelevant, or otherwise undesirable as a part of the Art Museum collections.

28.2 Objects may be disposed of through any of the following ways:

28.2.1 Any of the three procedures listed in Section 24.0, paragraphs, 24.1.1, 24.1.4, and 24.1.5 of this policy.

28.2.2 Negotiated sale or trade to any individual or organization.

28.2.3 Return of the object to an individual who originally presented the object to the Art Museum as a gift.

28.2.4 Before the disposal of any object, the object shall be appraised by the Director of the Art Museum. Any single object with a value over $500.00, or any group of objects with a value over $2,500.00, shall be appraised by an independent appraiser. In no event shall the Art Museum Board dispose of any object at a value that is less than its fair market value.

28.2.5 A record of all objects disposed of in accordance with this section shall be kept by the Art Museum.

29.0 Division of Purchases Ethics

29.1 The Division of Purchases subscribes to the Code of Ethics of The Institute for Public Procurement (NIGP) and believes that the following ethical principles should govern the conduct of every person employed by a public sector purchasing or materials management organization as well as all other City employees that are involved in purchasing transactions.

29.1.1 Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

29.1.2 Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

29.1.3 Is governed by the highest ideals of honor and integrity in all public and personal relationships to merit respect and inspire the confidence of the organization and the public being served.

29.1.4 Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

29.1.5 Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

29.1.6 Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

29.1.7 Keeps the governmental organization informed, through appropriate channels, on problems and the progress of applicable operations by emphasizing the importance of the facts.

29.1.8 Resists encroachment on control of personnel to preserve integrity as a professional manager.

29.1.9 Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment based on politics, religion, color, national origin, disability, gender, age, pregnancy, and other protected characteristics.

29.1.10 Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

30.0 General Ethical Standards

30.1 For Employees – Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of ethical standards.

30.2 For Non-Employees – Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Policy is also a breach of ethical standards.

31.0 Employee Conflict of Interest

31.1 Conflict of Interest – It shall be a breach of ethical standards for any employee to participate directly or indirectly in a contract for purchase or sale when the employee is aware:

31.1.1 The employee or any member of the employee's immediate family has a financial interest pertaining to the purchase or sale.

31.1.2 A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the purchase or sale; or

31.1.3 Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the purchase or sale.

31.2 Discovery of Actual or Potential Conflict of Interest – Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved.

32.0 Restrictions of Employment of Present and Former Employees

32.1 Contemporaneous Employment Prohibited - It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the purchasing process to become or be, while such an employee, the employee of any person contracting with the City, or any department, board, or agency of the City.

32.2 Restrictions on Former Employees in Matters Connected with Their Former Duties:

32.2.1 Permanent Disqualification – It shall be a breach of ethical standards for any former employee knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:

32.2.1.1 Judicial or other proceedings, application request for ruling, or other determination.

32.2.1.2 Contract.

32.2.1.3 Claim; or

32.2.1.4 Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the City is a party or has a direct and substantial interest.

32.2.2 One-Year Representation Restriction – It shall be a breach of ethical standards for any former employee, within one year after cessation of the former employee's official responsibility, knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:

32.2.2.1 Judicial or other proceedings, application, request for a ruling, or other determination.

32.2.2.2 Contract.

32.2.2.3 Claim; or

32.2.2.4 Charge or controversy, in matters which were within the former employee's official responsibility, where the City is a party or has a direct or substantial interest.

32.2.3 Disqualification of Business Where an Employee has a Financial Interest – It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:

32.2.3.1 Contract.

32.2.3.2 Claim; or

32.2.3.3 Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the City is a party or has a direct and substantial interest.

33.0 Gratuities and Kickbacks

33.1 Gratuities – It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a contract requirement, specification, or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any requirement, contract, subcontract, or any solicitation or proposal therefor.

33.2 Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a contractor or subcontractor under a contract to the City, prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

33.3 Confidential Information – It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

33.4 Criminal Sanctions – To the extent that violation of the ethical standards of conduct set forth in this Policy constitutes a violation of the state criminal statutes, the City Charter, or the City Code, they shall be punishable as provided therein. Such sanctions shall be in addition to the remedies provided in this policy.

34.0 Remedies

34.1 Against Employees – Any employee who violates the provisions of this Policy may be warned, reprimanded, suspended, or terminated in accordance with the Merit Rules.

34.2 Against Non-Employees – Any non-employee who violates the provisions of this Policy may be warned, reprimanded, suspended, or debarred in accordance with the provisions of this Policy.

35.0 Local Preference Policy

35.1 The City has a local preference policy for local commodities or services. The City has adopted a formal written policy to clarify the local preference provision. (City of Springfield General Ordinance 6301 and RSMo. Chapter 34, section 34.353, paragraph 5).

35.2 Bids – In the event that two or more bids to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within Springfield city limits, next to bidders within Greene County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin.

35.3 RFPs – When an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area (SMSA) for the criteria of cost shall be increased by ten percent of the total points possible for cost.

35.4 The City of Springfield encourages the purchase of products manufactured or produced in the United States. (RSMo. Chapter 34, section 34.353, paragraph 5).

36.0 Prohibited Acts by Elected and Appointed Public Officials and Employees

36.1 For any transaction identified in this policy, the City shall not knowingly purchase any service, good, or property from any City of Springfield Council member, board or committee member, the Mayor or any City Employee, or any entity in which he or she holds a "substantial interest" as defined in section 105.450 RSMo. Any applicable federal regulations and applicable provisions in Sections 105.450 and 105.452 et seq. RSMo. and City Charter Section 19.16 shall not be violated.

EXHIBIT A

DIVISION OF PURCHASES
FORMAL ($100,000.01 AND ABOVE) INVITATION FOR BID (IFB) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.

2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.

3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.

4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also submit a potential vendor list to the assigned Buyer.

5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list.

6. The solicitation will be publicly advertised in the media usually for thirty (30) days.

7. A pre-bid conference may occur one (1) to two (2) weeks from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).

8. The solicitation opening is public. The Unofficial Bid Tabulation and the Bid Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and provided to the applicable PM(s).

9. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days.

10. A Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents. The awardees are required to provide these documents in approximately ten (10) business days.

11. The contract and compliance documentation are routed to Contract Administration for review and signature approvals. Approval may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).

12. Upon the execution of the contract, an executed copy of the said contract is provided to the Division of Purchases, the PM(s), and the awardee within one (1) to two (2) business days. Along with the executed copy, the Notice of Award, the Notice Proceed, or the issuance of a Purchase Order (acts as the Notice to Proceed), whichever is stipulated in the solicitation documentation.

NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require City Council approval if the funds being utilized for the said solicitation have been approved via the budget process.**

2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to City Council for approval.**

3. **If funding has not been appropriated via the budget process and approved by City Council, the request for funding will need to be presented to City Council for approval.**

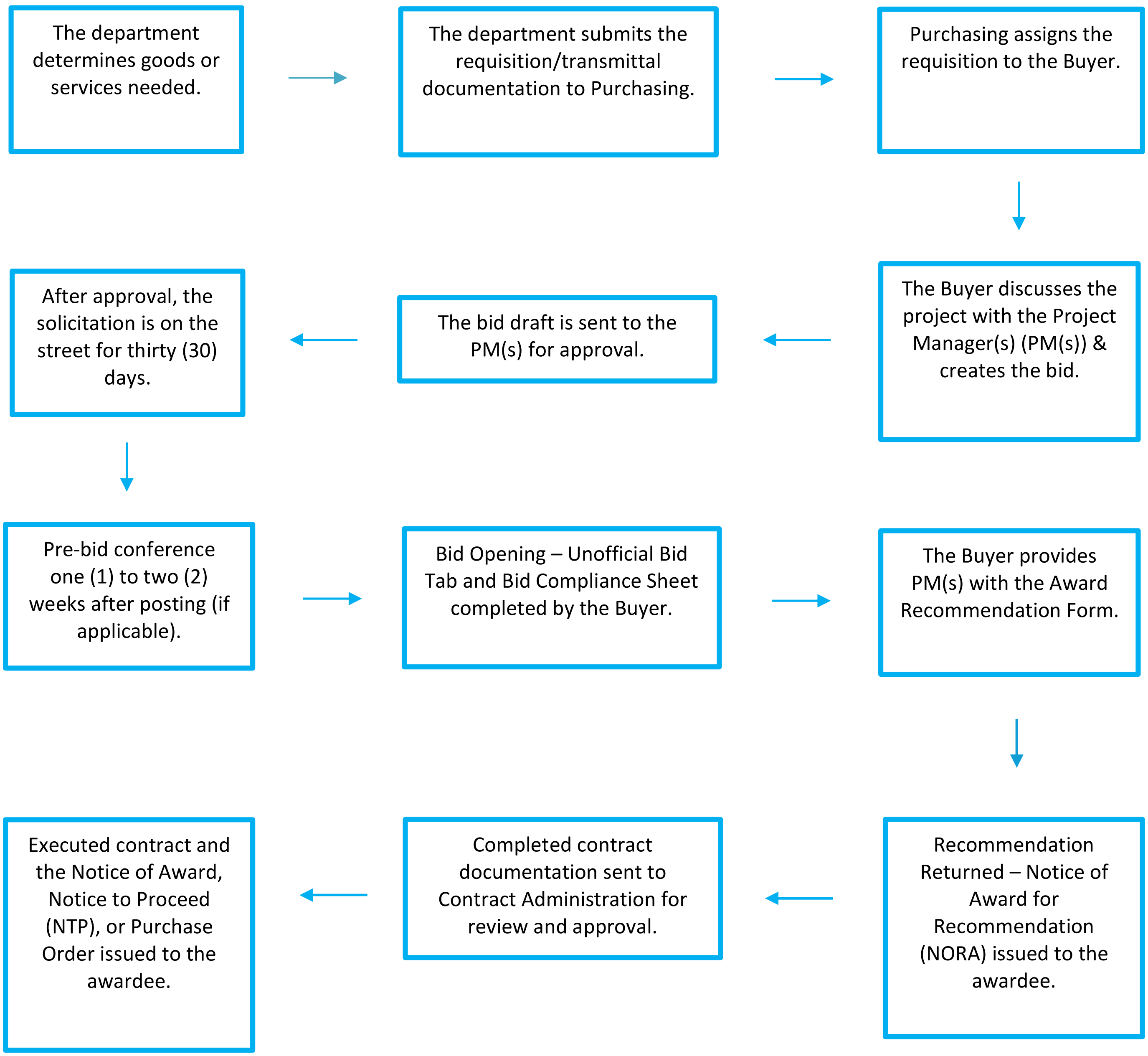

The department determines goods or services needed.
The department submits the requisition/transmittal documentation to Purchasing.
Purchasing assigns the requisition to the Buyer.
The Buyer discusses the project with the Project Manager(s) (PM(s)) & creates the bid.
The bid draft is sent to the PM(s) for approval.
After approval, the solicitation is on the street for thirty (30) days.
Pre-bid conference one (1) to two (2) weeks after posting (if applicable).
Bid Opening – Unofficial Bid Tab and Bid Compliance Sheet completed by the Buyer.
The Buyer provides PM(s) with the Award Recommendation Form.
Recommendation Returned – Notice of Award for Recommendation (NORA) issued to the awardee.
Completed contract documentation sent to Contract Administration for review and approval.
Executed contract and the Notice of Award, Notice to Proceed (NTP), or Purchase Order issued to the awardee.

EXHIBIT B

DIVISION OF PURCHASES
INFORMAL ($25,000.01 - $100,000.00) INVITATION FOR INFORMAL BID (IFIB) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.

2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.

3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.

4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also submit a potential vendor list to the assigned Buyer.

5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list. An informal solicitation **does not** need to be formally advertised or publicly opened. The solicitation will be posted for two (2) weeks.

6. A pre-bid conference may occur one (1) week from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).

7. The assigned Buyer opens bids, and the Unofficial Bid Tabulation and the Bid Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and are provided to the applicable PM(s).

8. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days depending on the response provided by the PM(s).

9. A Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents if a contract is warranted. The awardees are required to provide these documents in approximately ten (10) business days.

10. The contract and compliance documentation are routed to Contract Administration for review and signature. Approvals may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).

11. Upon the execution of the contract (if warranted), an executed copy of the said contract is provided to the Division of Purchases and the PM(s). The executed contract and the Notice of Award are issued to the awardee within one (1) to two (2) business days.

12. If a contract is not warranted, the assigned Buyer will generate a Purchase Order (the PO acts as the Notice of Award or Notice to Proceed).

NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require the City Council's approval if the funds being utilized for the said solicitation have been approved via the budget process.**

2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to the City Council for approval.**

3. **If funding has not been appropriated via the budget process and approved by the City Council, the request for funding will need to be presented to the City Council for approval.**

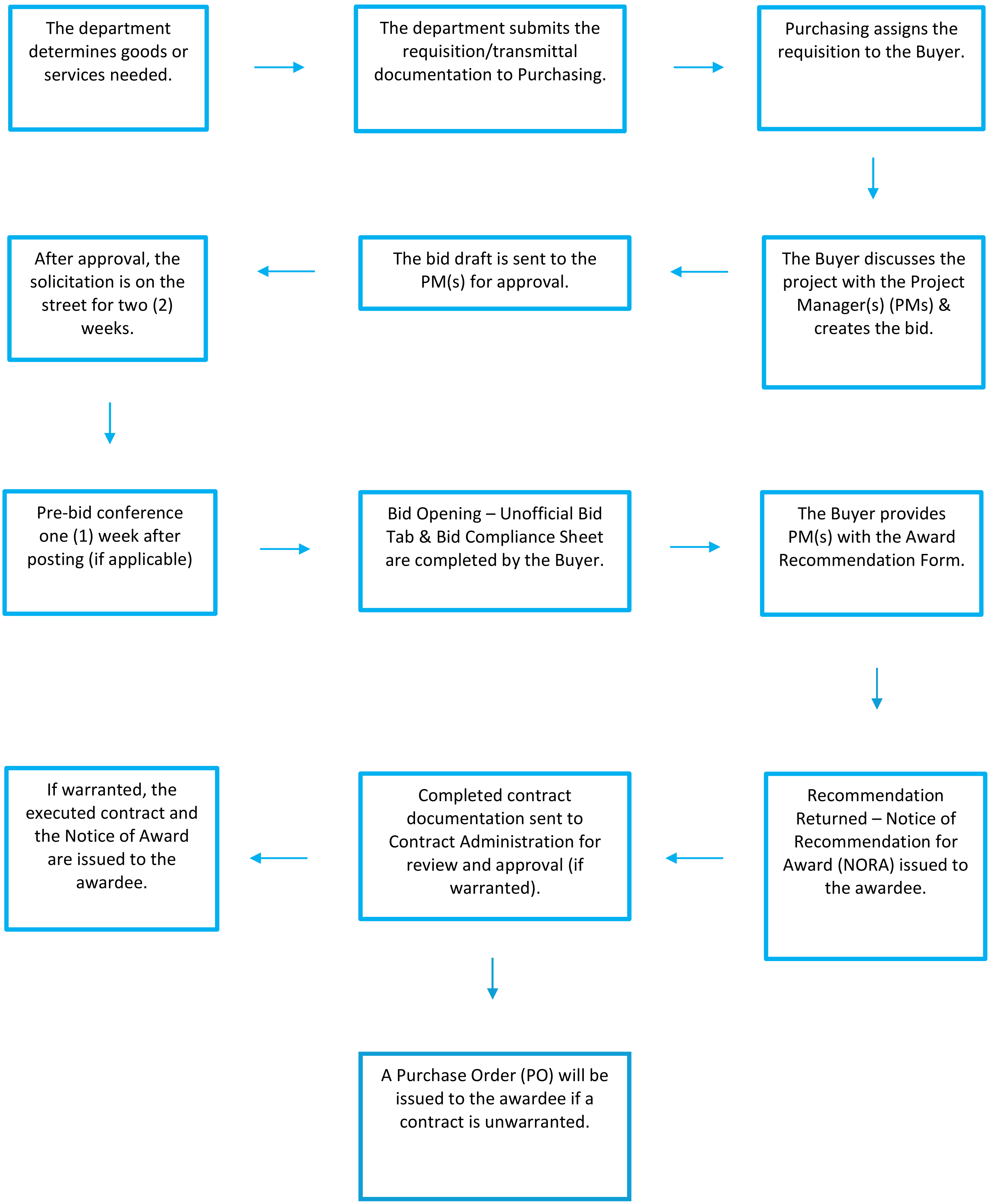

The department determines goods or services needed.
The department submits the requisition/transmittal documentation to Purchasing.
Purchasing assigns the requisition to the Buyer.
The Buyer discusses the project with the Project Manager(s) (PMs) & creates the bid.
The bid draft is sent to the PM(s) for approval.
After approval, the solicitation is on the street for two (2) weeks.
Pre-bid conference one (1) week after posting (if applicable)
Bid Opening – Unofficial Bid Tab & Bid Compliance Sheet are completed by the Buyer.
The Buyer provides PM(s) with the Award Recommendation Form.
Recommendation Returned – Notice of Recommendation for Award (NORA) issued to the awardee.
Completed contract documentation sent to Contract Administration for review and approval (if warranted).
If warranted, the executed contract and the Notice of Award are issued to the awardee.
A Purchase Order (PO) will be issued to the awardee if a contract is unwarranted.

EXHIBIT C

DIVISION OF PURCHASES
FORMAL ($100,000.01 AND ABOVE) REQUEST FOR PROPOSAL (RFP) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.

2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.

3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.

4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also provide the scope of services, evaluation criteria, potential vendor list, and other required solicitation documents to the assigned Buyer.

5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list.

6. The solicitation will be publicly advertised in the media for thirty (30) days.

7. A pre-proposal conference may occur one (1) to two (2) weeks from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).

8. The solicitation opening is public. Only the names of the responding firms shall be read aloud.

9. The Unofficial Proposal Tabulation and the Proposal Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and provided to the applicable PMs.

10. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days depending on the response provided by the PM(s).

11. The City may enter into negotiations or proceed with a contract with the highest-ranking firm. If the City is unable to negotiate or otherwise fails to execute a contract, the City may enter negotiations with the second highest-ranking firm and so on until a contract is executed or a new solicitation is warranted.

12. The Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents. The awardees are required to provide these documents in approximately ten (10) business days.

13. The contract and compliance documentation are routed to Contract Administration for review and signature approvals. Approvals may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).

14. Upon the execution of the contract, an executed copy of the said contract is provided to the Division of Purchases, the PM(s), and the awardee within one (1) to two (2) business days. Along with the executed copy, the Notice of Award, the Notice Proceed, or the issuance of a Purchase Order (acts as the Notice to Proceed), whichever is stipulated in the solicitation documentation.

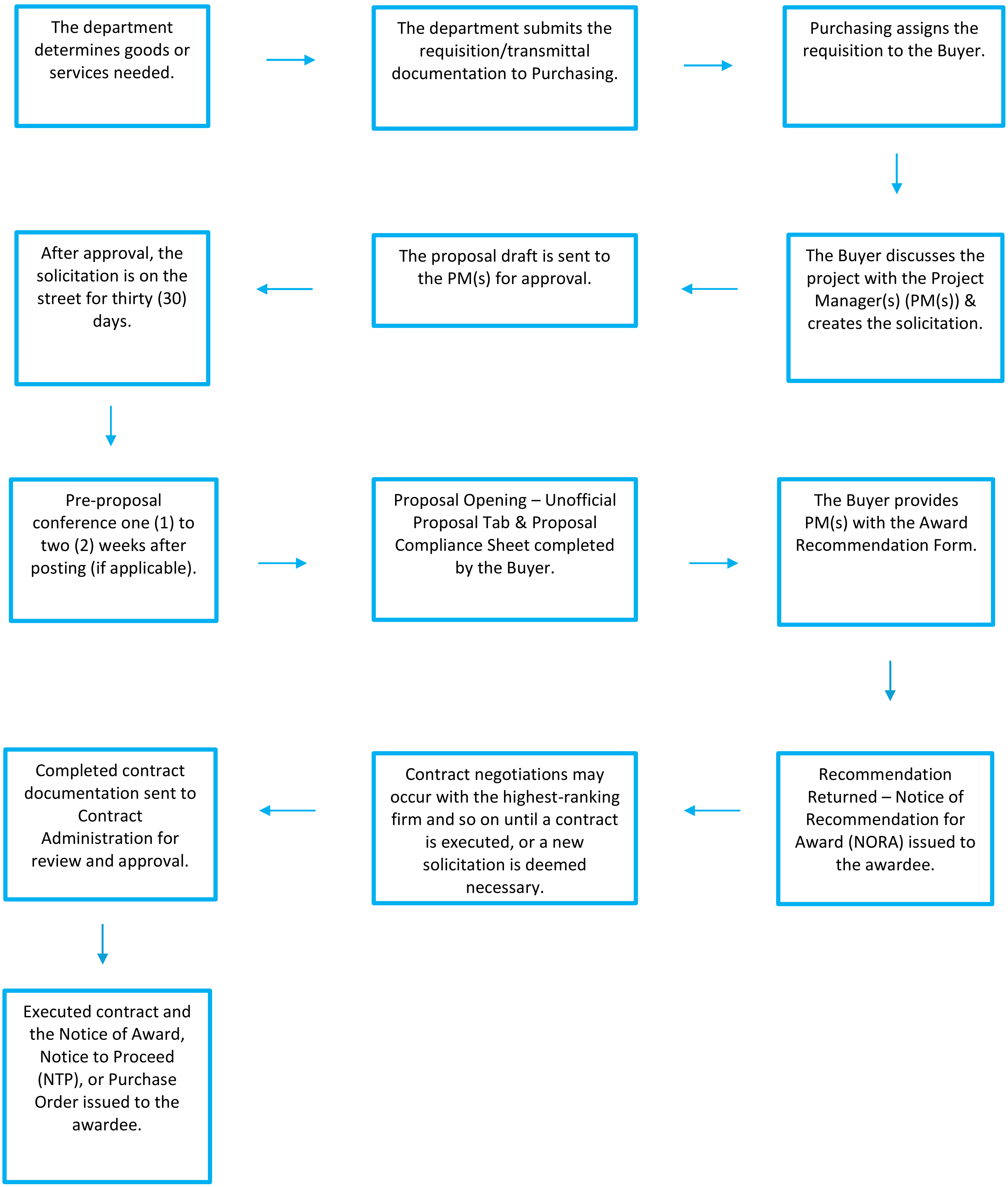
NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require the City Council's approval if the funds being utilized for the said solicitation have been approved via the budget process.**

2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to the City Council for approval.**

3. **If funding has not been appropriated via the budget process and approved by the City Council, the request for funding will need to be presented to the City Council for approval.**

4. **As it pertains to an Informal Request for Proposal (IRFP), all the items listed above will apply except for the advertisement statement in item 6. A formal advertisement is not required.**


The department determines goods or services needed.
The department submits the requisition/transmittal documentation to Purchasing.
Purchasing assigns the requisition to the Buyer.
The Buyer discusses the project with the Project Manager(s) (PM(s)) & creates the solicitation.
The proposal draft is sent to the PM(s) for approval.
After approval, the solicitation is on the street for thirty (30) days.
Pre-proposal conference one (1) to two (2) weeks after posting (if applicable).
Proposal Opening – Unofficial Proposal Tab & Proposal Compliance Sheet completed by the Buyer.
The Buyer provides PM(s) with the Award Recommendation Form.
Recommendation Returned – Notice of Recommendation for Award (NORA) issued to the awardee.
Contract negotiations may occur with the highest-ranking firm and so on until a contract is executed, or a new solicitation is deemed necessary.
Completed contract documentation sent to Contract Administration for review and approval.
Executed contract and the Notice of Award, Notice to Proceed (NTP), or Purchase Order issued to the awardee.

Appendix A – Definitions

Accept – To receive with approval or satisfaction (i.e., accept delivery of material at receiving).

Accounts Payable – A debt owed that arises during a business transaction (e.g., invoices, claims, and bills for materials received, but not yet paid).

Accounts Receivable – A claim against a debtor, usually arising from sales or services rendered.

Addenda – Plural form of addendum.

Addendum – Any written modification or revision to a bid document or contract document.

Agent – A person authorized by someone else, called the principal, in dealing with third parties.

All or none – A term used in bidding when a vendor qualifies the bid by stipulating that it will only accept an award for all items or a group of items in the bid.

Alternate bid – A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by the user (e.g., such a bid is only acceptable when the variance is deemed to be immaterial and either meets or exceeds the specifications as determined by the Project Manager).

Any quantity price – The price charged regardless of the purchase volume.

Appropriation – Legislative sanction to use public funds for a specific purpose. Money set apart for a specific use.

Architects, Engineers, & Land Surveyors (A&E) – per State of Missouri law, A&E providers must be prequalified prior to selection for proposals and contract award.

As is – Term describing goods offered without guarantee or warranty, in present condition, with all risk assumed by the purchaser without recourse to the vendor.

Asset – Any property purchased by the City.

Assignment – Transference of some property right or title to another party.

Auction – A public sale of property to the highest bidder (a practice used by many government agencies to dispose of surplus property).

Award – The presentation of a purchase agreement or contract to a bidder; the acceptance of a bid or proposal.

Backorder – The undelivered part of an order, which the vendor agrees to ship later.

Batch – Quantity of materials or parts made in one operation or lot.

Bid – A competitive price offer made by an intended seller, usually in reply to an Invitation for Bid. A price offer made at a public auction.

Bid bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a specific bidder fails to sign the contract as bid. See bid deposit.

Bid deposit – A sum of money or check, deposited with and at the request of the government to guarantee that the bidder (depositor) will, if selected, sign the contract as bid. If the bidder does not sign the contract, the deposit is forfeited in its entirety.

Bidder – A vendor that responds to an Invitation for Bid or Request for Quote (RFQ).

Bid opening – The formal process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the Invitation for Bid. The amount of each bid is recorded, and bids are made available for public inspection.

Blanket order – Used to purchase repetitive or routine products. Generally, includes specific prices, terms, conditions, and the period covered. Does not necessarily specify a quantity.

Budget – A forecast of receipts and planned allocations of expenses for a given period.

Buyer – An assistant to the Purchasing Agent or officer. The buyer is generally responsible for bidding or negotiations with the vendors, while the Purchasing Agent or officer gives full approval.

Certified – In reference to DBEs, MBEs, WBEs, or any other federal or state recognized group that is certified by either the State of Missouri or the United States of America.

Certified check – A check whose value is guaranteed by the bank on which the check is drawn.

Change order – Purchaser's written modification, addition, or deletion to a purchase order.

Check – A bill of exchange or draft drawn on a bank and payable on demand.

Claim – The aggregate of the operative facts that serve as a basis for a demand for payment, reimbursement, or compensation for injury or damage under law or contract, the assertion of such a demand.

Collateral – Security placed with a creditor to assure the performance of an obligation.

Commodity – An article of trade; something that is bought or sold; any moveable or tangible item that is produced or used as the subject of barter or sale.

Competitive bidding – The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified supplies, materials, or services.

Confirming order – A purchase order restating the same terms originally stipulated either orally, in writing, or by email so as not to create a duplicate order.

Construction – Includes construction, reconstruction, improvement, enlargement, alternation, initial painting and decorating, or major repair.

Contract – (1) A contract is a legal obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. (2) A legally binding promise, enforceable by law. (3) An agreement between two parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

Contract date – The date on which all parties accept a contract - (or a date assigned to a contract).

Covenant – A promise in writing under seal often used as a substitute for the word contract.

Disadvantaged Business Enterprise (DBE) – A for-profit small business concern that is at least fifty-one percent owned by one or more individuals who are both socially and economically disadvantaged or in the case of a corporation, in which fifty-one percent of the stock is owned by one or more such individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. (Definition taken from Admin. Memo 55).

Damages – Compensation for injury to goods, persons, or property that is the fault of someone else.

Delivery terms – Conditions in a contract relating to freight charges, place of delivery, time of delivery, and method of transportation.

Discount – Vendor's deduction from the selling price, usually upon some cost-reducing condition such as prompt payment.

Dual award – The award of separate contracts to two bidders for the same commodities, where the award to a single vendor may not be advantageous to the City.

Emergency purchase – Notwithstanding any other provision of this Policy, the Purchasing Agent may make or authorize others to make emergency purchases when there exists a threat to public health, welfare, or safety, provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the emergency electronic file.

Encumbrance – A term used to describe the commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Escalation clause – A contractual clause, which allows the seller to increase the price of supplies, materials, or services, based upon predetermined conditions.

Escrow clause – An agreement under which a grantor places a sum of money or the instrument upon which he is bound with a third person, called escrow holder, until the performance of a condition or the happening of an event stated in the agreement permits the escrow holder to make delivery of the money or instrument to the grantee.

Evaluation of bids – The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid. Selection will be based on the lowest and best bid and any other evaluation criteria stated in the solicitation.

Firm bid – A definite price proposal as differentiated from an "estimated" bid. Binds the bidder until a stipulated time of expiration.

Fixed-price contract – A contract that provides a firm price. The contractor bears full responsibility for profit or loss.

FOB – A shipping term (Free on Board) used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges and the point at which title passes from the seller to the buyer. Commonly used terms are:

FOB SP (Shipping Point) – The buyer pays the freight and takes title to goods when they are placed on the carrier for delivery.

FOB SP/PP/ADD (Shipping Point, Pre-Pay, and Add to Invoice) – Freight is paid by the seller but will be added to the invoice to the buyer. The buyer takes title to goods when placed on the carrier for delivery.

FOB SP/PP/ALLOW – Freight is paid for by the seller and will not be charged to the buyer. The buyer takes title to goods when placed on the carrier for delivery.

FOB (Free on Board) Destination – The seller pays the freight, and the buyer takes title when goods are delivered and accepted. The City’s preferred method.

FOB Destination PP and ADD – Freight is paid by the seller and will be added to the invoice. The buyer takes title upon delivery and acceptance.

Forfeiture (of deposit or bond) – A loss by omission, negligence, or misconduct for the performing of or a failure to perform a particular act (e.g., not accepting a contract when an award is made; breach of contract). See Bid Bond, Bid Deposit.

Formal advertising – The placement of a notice in a newspaper or other media, according to legal requirements, to inform the public that the government is soliciting bids on specific purchases it intends to make. See Legal Notice.

Formal Bid – A bid that must be submitted in conformance with a prescribed format to be open in public at a specified date and time.

Gratuity – Something given voluntarily or beyond obligation, usually in return for or in anticipation of something, e.g., a payment, loan, subscription, an advance deposit of money, services, or anything of more than the nominal value.

Informal Bid/Proposal - A competitive bid, price quotation, or proposal for supplies or services that is conveyed by email and does not require a formal sealed bid or proposal, public opening, or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

Invitation for Bid (IFB) – A written request to prospective suppliers requesting price quotations and other criteria to be met. The term includes all documents that are attached or incorporated.

Invitation for Informal Bid (IFIB) – A request for price quotations for supplies, materials, or services that do not require a sealed bid, public opening, or reading of bids.

Invoice – An invoice is the vendor's statement of its charges against the City for items provided. Invoices are normally based on information from Purchase Orders and must contain substantially the same information. Invoices should be mailed to the Accounting Division. In some cases, however, the invoices may be delivered with the items at the receiving point. In such cases, the using department must attach the invoice to the receiving report along with the completed accounts payable transaction form and forward all documents to the Accounting Division.

Payment of invoices will be managed by the Accounting Division. Invoices will be set up for payment approximately thirty days from the date of the invoice. Invoices will be paid earlier to take advantage of discounts if offered or in unusual circumstances.

Lead time – The reasonable amount of time, after the date ordered, that it would take the supplier to prepare the goods for delivery.

Lease – A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Lease Purchase Agreement – An acquisition contract in which the lease's periodic payments or parts thereof are applied both to fulfill the lease obligation and as installments for equity and eventual ownership of the commodity upon completion of the agreement.

Legal notice – The notice required by law. Legal notice for some purchases may be the posting of an announcement of the purchase in a public place, the notification to the appropriate bidders from the bidders list, a formal advertisement in a newspaper, or advertised on other approved mediums such as an e-bidding website, etc. or a combination of thereof.

Life Cycle Cost (LCC) – The total cost of ownership over the life span of the asset. A procurement technique that considers operating, maintenance, the time value of money, disposal, and other associated costs of ownership as well as the residual value of the item.

Line item – A purchasing item specified in the invitation for bids and which, under the terms of the invitation, may be subject to a separate contract award. Identified separate items on a purchase order.

Liquidated Damages – Damages paid usually in the form of a monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied daily for as long as the breach is in effect. May not be imposed as an arbitrary penalty.

Lowest Most Responsive and Responsible Bidder – The bidder who is awarded a contract because the bid in unit price, the total cost of operation, or value per dollar is lower than any of the bidders; whose bid meets the minimum requirements of an IFB; and whose reputation, past performance, and business and financial capabilities are such that they would be judged by the appropriate authority to be capable of satisfying the government's needs for the specific contract. Virtually the same as "lowest and best bid", "lowest responsive and responsible bidder" and "most advantageous bid, price and other factors considered".

M/WBE – A for-profit business that is at least fifty-one percent owned by a member of a racial minority group and/or a woman who holds the highest position in the company and is capable of exercising direct control over the daily, as well as a long-term decision regarding the management, policies, and operations of the business. Per the M/WBE eligibility requirements of the State of Missouri, the member of a racial minority group and/or woman owner must be a United States citizen or lawfully admitted permanent resident of the United States. A racial minority group means African Americans, Native Americans, Hispanics, Asian Americans, Pacific Islanders, and other similar racial minority groups. **(Definition taken from Admin. Memo 55).**

Maintenance/Warranty Bond – A surety guarantee which protects the purchaser against defects or inferior materials or workmanship for a specified period following the expiration of the initial warranty or guarantee period. An extended warranty is guaranteed by a surety.

Maintenance and repair – Maintenance or repair, but not the replacement, of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased (routine maintenance, not a major repair). This is not a public improvement.

Mechanic's Lien – A lien in favor of those who have performed work or furnished materials for the construction of a building; is attached to the land as well as to the building to secure payment (Artisan's Lien).

Misrepresentation – A manifestation by words or other conduct that, under the circumstances amounts to an assertion not in accordance with facts.

Negotiate - To communicate or confer with another party to reach an agreement or compromise to settle some matter.

Negotiation - Conferring, discussing, or bargaining to reach an agreement in business transactions. A bargaining process between two or more parties, each with its own agenda and objectives, seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. A process of planning, reviewing, and analyzing used by a buyer and a seller to reach acceptable agreements or compromises. The Invitation for Bid does not allow for negotiation unless there is a single bid received or other conditions that enable negotiation as determined by the Purchasing Agent.

Net price – Price after all discounts, rebates, and allowances have been deducted.

No bid – A response to an invitation to Bid stating that the bidder does not want to submit an offer. It mutually operates as a procedure consideration to prevent the suspension from the bidders list for failure to submit bids.

Non-Conformance – The failure of material or services to meet specified requirements for any characteristic or requirement.

Non-responsive bid – A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid. See non-conformance.

Partial payment – The payment authorized in a contract upon delivery of one or more complete units called for in the contract, or upon completion of one or more distinct items of service called for thereunder.

Payment Bond – A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. A type of surety bond is issued to contractors which guarantees that all entities involved with the project will be paid. A payment surety bond is a legal contract, a type of bond, that guarantees certain employees, subcontractors, and suppliers are protected against non-payment. Other common names are "construction", and "labor and material".

Per Diem – By the day.

Performance Bond – An instrument executed, after award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements.

Point of origin – The location at which a shipment is received by a transportation line from the shipper.

Pre-bid conference/ Pre-proposal conference – Meeting held with prospective bidders/ respondents before solicitation of bids or proposals, to discuss aspects of the solicitation, technical aspects, specifications, and standards relative to the subject and elicit expertise and bidders'/ respondents' interest in pursuing the project.

Prepaid – Term denoting that transportation charges have been or are to be paid at the point of shipment.

Prevailing Wage - The rate of wages, including fringe benefits, paid to a majority of the workers in a geographic area for the same type of work on similar projects. Required in the State of Missouri for construction projects over seventy-five thousand dollars ($75,000.00).

Progressive payments – Payments made in advance of full delivery, as specified percentages of the total purchase are delivered, or certain stages or work performance are achieved.

Proposal – An offer made in response to a Request for Proposal.

Public improvement – Construction of new public facilities, roadways, bridges, or newly constructed appurtenances for public use or benefit, paid or wholly or in part out of public funds.

Public works – All fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. Also includes any work done directly by any public utility company when performed by it pursuant to the order of the Public Service Commission or other public authority whether it be done under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility.

Purchase – To procure property or services for a price, including obtaining by barter.

Purchase order – A purchaser's written document to a supplier formally stating all terms and conditions of a proposed transaction, i.e., a description of the requested items, delivery schedule, terms of payment, and transportation.

Purchasing System- A software or framework that automates and streamlines the procurement process for an organization.

Quantity – Total amount or number.

Quantity discount – Reduction in the unit price offered for large contracts.

Receiving of goods – The unloading of goods, checking quantity and quality, and taking them into stores.

"Registered non-certified" – Entities meeting the definition of DBEs, MBEs, or WBEs entities above which are not certified by either the State of Missouri or the United States of America, but which are registered with the City of Springfield. **(Definition taken from Admin. Memo 55).**

Reorder point – The established point at which orders are placed to replenish the stock of goods.

Request for Information (RFI) – A solicitation method used to receive information regarding a commodity or service to develop an Invitation to Bid or Request for Proposal.

Request for Proposal (RFP) – A solicitation method used when it is expected that negotiations with one or more respondents may be required. Other factors will be considered in the selection of the contractor in addition to the price.

Request for Qualifications (RFQu) – A solicitation method used to prequalify firms or vendors for specific types of work. Does not include pricing. Used when prequalifying architects, engineers, and land surveyors (A&E) or other professional services where prequalification is required before obtaining bids or proposals.

Requisition – An internal document by which a department encumbers funds and requests the Division of Purchases to initiate the purchasing process. Must include details of needed supplies, materials, or services.

Requisition system – An electronic data entry system for entering requisitions, change order requests, and fund transfer requests. The system transmits them through the necessary approval process to their destination.

Respondent – A person or firm that responds to a Request for Proposal, Request for Qualifications, or Request for Information.

Responsible bidder – A bidder whose past performance, business, and financial capabilities are such that he would be judged by the appropriate authority to be capable of satisfying the government's needs for a specific contract.

Responsive bidder – A bidder whose bid does not vary from the specifications and terms set out by the government in the invitation for bids.

Scrap – Material that is damaged, defective, or deteriorated to the extent that it has no value except for its basic material content.

Sealed bid/proposal – A bid submitted in a sealed envelope or another sealed mechanism to prevent dissemination of its contents before the deadline for the submission of all bids from an Invitation to Bid; usually required by the purchasing authority on solicitations to ensure fair competition among bidders. Sealed proposals are received in response to a Request for Proposal.

Single Source Purchasing - A Purchasing decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source Purchasing – Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications or the ability to deliver at a particular time; a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

Specification – A description of the physical or functional characteristics, or the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied. A specification may be a standard, a part of a standard, or independent of a standard.

Spot purchase – A one-time purchase made in the open market out of necessity or to take advantage of a bargain situation.

Standard – A characteristic or set of characteristics for an item that, for reasons of quality level, compatibility with other products, etc., is generally accepted by the manufacturers and users of that item as a required characteristic for all items of that sort.

Stock – A supply of material maintained on hand at storage points in an inventory system to meet anticipated demands.

Stores – Space for the safekeeping of goods.

Subject to prior sale – A clause frequently inserted in quotations for spot goods and, in this case, that a would-be buyer might purchase the goods provided that they have not been sold elsewhere in the meantime.

Supply – Furnishing or providing supplies, materials, or services that are needed to sustain an organization.

Surplus property – Property over the needs of an organization and not required for its foreseeable need. Items may be new or used but should possess some value. This does not include real property.

Terms and Conditions (T's and C's) – Standard boiler plate language that includes standard clauses and rules that apply to bids and offers formally solicited that may become incorporated in the final contract.

Unit price – The price of a selected unit of good or service (e.g., pound, ton, labor hours, foot, etc.).

Unsuccessful bidder – A vendor whose bid is not accepted for reasons of price, quality, failure to comply with specifications, etc.

Value – Includes, but is not limited to, price, performance, and quality.

Vendor – A supplier/seller of goods and services.

QUOTE RECAP

MUST BE SUBMITTED WITH THE FORMAL WRITTEN QUOTES

REQUESTOR MUST COMPLETE ! ! !

Date Recorded	Recorded By	Telephone Ext

Page ____ of ______

REQUESTOR MUST COMPLETE ! ! !

DEPT. REQN NO.	FINANCE REQN	PO NUMBER

BIDDER 1	BIDDER 2	BIDDER 3
NAME:	NAME:	NAME:
CONTACT:	CONTACT:	CONTACT:
PHONE NO.:	PHONE NO.:	PHONE NO.:
FAX NO.:	FAX NO.:	FAX NO.:
ADDRESS:	ADDRESS:	ADDRESS:
FOB: Dest:___ Origin:___ Frt Added__	FOB: Dest:___ Origin:___ Frt Added__	FOB: Dest:___ Origin:___ Frt Added__
Delivery:	Delivery:	Delivery:
Pay Terms:	Pay Terms:	Pay Terms:
QUOTE #	QUOTE #	QUOTE#
NOTES	NOTES	NOTES

ITEM	DESCRIPTION	QTY	BIDDER 1		BIDDER 2		BIDDER 3	
1		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
2		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
3		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
4		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
5		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
6		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
7		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00
8		0	Unit	0.00	Unit	0.00	Unit	0.00
			Ext	0.00	Ext	0.00	Ext	0.00

RECOMMENDED VENDOR:	Item			
	Total:	0.00	0.00	0.00
	Freight:			
.	Total:	0.00	0.00	0.00

(IF REQUESTING QUOTES FOR SERVICES ON CITY PROPERTY, PLEASE CONTACT CONTRACT ADMINISTRATION PRIOR TO REQUESTING QUOTES FOR ADDITIONAL CONTRACT REQUIREMENTS)

CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR QUOTE (RFQ)

Date Requested: ________________________

Project Manager/Department Contact: ______________________________

Email: ____

Telephone: ____

Department: ____

Delivery Address: ____

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THIS IS NOT AN ORDER

- A formal quote shall be emailed to the Project Manager/Department Contact listed above.

SPECIFICATIONS (Include the following specifications of item(s) or services requested, quantity needed, and item number if available):

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Project Manager/Department Contact Signature

Revised: BC: 04/22/2025
Reviewed by Law:

Ozark Region Missouri Job Centers

Comprehensive Sites

Missouri Job Center—Springfield

1660 N. Campbell,

Springfield, MO 65803

Phone: 417-887-4343 FAX: 417-887-1892

Missouri Job Center—Branson

2720 Shepherd of the Hills Expressway, Suite B,

Branson, MO 65616

Phone: 417-334-4156 FAX: 417-334-4159

Affiliate Site

Missouri Job Center—Springfield North

O'Reilly Center for Hope

1518 E. Dale Street

Springfield, MO 65803

Phone: 417-605-2060

(1 Staff Member)

Ozark Region WORKFORCE Development Board

January 2025 Membership

Derick Barnes-Labor
Laborers Local Union No. 663
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Clever, MO 65631
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FAX: (417) 743-2955
Email: dbarnes@lu663.com

Tambra Bates-Business
Guaranty Bank
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Springfield, MO 65804
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Email: tambrabates@yahoo.com

Dr. Abby Benz-Higher Education
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1001 E. Chestnut Expressway
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FAX: 471-895-5869
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Thomas Douglas-Business-Vice Chair
JMARK Business Solutions, Inc.
601 S. National
Springfield, MO 65802
Phone: (417) 863-1700
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Email: tdouglas@jmark.com

Lyndall Fraker-Business
Rost Ready Mix
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Marshfield, MO 65706
Phone: (417) 859-7574
Cell: (417) 838-2756
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Email: Lfraker@rostinc.com

Susan Johanson -Business-Immediate Past Chair
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Ozark, MO 65721
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Cell: (417) 234-9371
FAX: (417) 581-1554
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Email: jmacla@citizensmemorial.com

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January 2025 Membership

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Andrea Sitzes, WDB Chair -Business
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FAX: N/A

January 2025 Membership

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FAX: (417) 269-6595
Email: sarah.wyman@coxhealth.com

Vacancy - Business

OZARK REGION WORKFORCE DEVELOPMENT BOARD, INC.

A MISSOURI NONPROFIT CORPORATION 501c3

BYLAWS

Created October 2021

Ozark Region Workforce Development Board, Inc.
Bylaws

ARTICLE I - NAME, LOCATION AND PURPOSE

Section 1. NAME

The name of this organization shall be the Ozark Region Workforce Development Board ("Board" or "ORWDB"), a private nonprofit public benefit corporation formed pursuant to the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA") serving the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster.

Section 2. LOCATION

The principal office of the Board shall be located at 1660 N. Campbell, Springfield, Missouri, 65803. The Board may have offices at other places as the Executive Committee may from time to time determine or as the affairs of the Board may require.

Section 3. PURPOSE

Consistent with its Articles, the purpose of the corporation, in partnership with the Council of Local Elected Officials (CLEO) of the seven-county region consisting of Christian, Dallas, Greene, Polk, Stone, Taney and Webster counties, shall be consistent with those purposes that are identified for a regional Workforce Development Board under the Workforce Innovation and Opportunity Act of 2014 and amendments thereto in accordance with public law. The corporation shall be responsible for strategic planning, policy development and oversight of the local workforce investment system. The corporation is organized exclusively for charitable, education or scientific purposes, within the meaning of Section 501(c)3 of the Internal Revenue Code. Notwithstanding any other provisions of these Bylaws, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)3 of the Internal Revenue Code of 1954, as amended.

The purpose of the Board shall be consistent with those purposes and duties that are identified for a Local Workforce Development Board under the WIOA, Sec. 107(a) and (d) as amended, or any subsequently enacted statutory authority.

The Board is formed to implement and operate exclusively for charitable and educational purposes to:

A. Carry out its vision and mission in the local four (4) year Plan.

B. Increase access to and opportunities for the employment, education, training, and support services needed by the residents and citizens serving the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, particularly those with barriers to employment, to succeed in the labor market.

C. Support the alignment of the workforce and economic development systems together with our education partners to foster a comprehensive, accessible, and high-quality workforce development system in the ORWDB workforce development area.

Improve workforce development area workers' skills and credentials necessary to secure self-sustaining wages while providing the ORWDB employers with skilled workers thereby increasing the prosperity of workers and employers in the workforce development area**.**

ARTICLE II - MEMBERSHIP

Section 1. COMPOSITION OF THE BOARD

The Board shall **consist of a minimum of twenty-three (23) members,** unless the exception in Section l(I) of these bylaws is met, who meet the qualifications and requirements set forth in Sec. 107(b)(2)(A) and (B) of WIOA and any additional criteria required by the Governor. Specifically, the members shall be individuals with optimum policy-making authority within the entities that they represent, the members shall represent entities that provide business employment opportunities in in-demand industry sectors or occupations, as defined in WIOA sec. 3(23), and the members shall satisfy the criteria for the entity that they represent as provided in Art. II, Sec l(A)-(G) of these bylaws.

A. *Business Representatives* -The majority (at least 51%) of Board membership, or **no less than twelve (12) members,** must be representatives of business in the local area and in good standing with the Secretary of State of Missouri. The business representatives shall include owners of businesses, chief executives or operating officers of business or other business executives, including small businesses, business organizations, or human resource executives. At a minimum, two (2) members must represent small business as defined by the U.S. Small Business Administration. Efforts will be made to include broad representation of businesses throughout the Region, consisting of both large and small employers. Small business representatives must be employers of a minimum of three (3) employees in accordance with State of Missouri policy governing local workforce development boards.

B. *Workforce Representatives* -At least twenty percent (20%), or a minimum of **five (5) Board members,** shall be workforce representatives as follows:

(1) Two (2) or more Board members shall be representatives from labor organizations, where such organizations exist in the local area.

(2) One (1) or more Board members shall be representatives of a joint labor management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor or organization. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation will be appointed, if one exists.

(3) Composition of the Board *may* include one (1) member or more who is a representative of community-based organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities.

(4) Composition of the Board *may* include one (1) member or more who is a representative(s) of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

C. *Local Educational Entities* -At least **one (1) Board member** shall represent an eligible training provider administering adult education and literacy activities under WIOA Title II; and at least **one (1) Board member** shall be a representative from an institution of higher education providing workforce investment activities, including community colleges.

D. *Economic and Community Development Entities* -At least **one (1) Board member** shall represent an economic and community development entity serving the local area.

E. *Wagner-Peyser*-At least **one (1) Board member** shall represent the State Employment Service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the ORWDB local workforce development area.

F. *Rehabilitation*-At least **one (1) Board member** shall represent programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or part C of that title.

G. *Temporary Assistance for Needy Families ("TANF")* -At least **one (1) Board member** shall be a representative of the TANF program serving the ORWDB.

H. The membership of the Board may include individuals or representatives of other appropriate entities in the local area. If additional members are added, then requirements regarding minimum percentages for representation of the business and workforce categories shall be adjusted to meet WIOA legislative representation requirements on the local workforce development board.

I. A member of the Board may serve as a representative of more than one category of membership if the member meets all of the criteria of both categories of membership. If a member(s) meets all of the criteria of more than one category, then the Board may have less than 23 members.

J. The composition of the Board shall be subject to certification by the Governor.

Section 2. NOMINATION

A. Business representatives shall be nominated by local business organizations or business trade associations. Individuals representing small businesses shall be from a business with at least three full-time employees.

B. Labor representatives shall be nominated by local labor federations or, if employees are not represented by local labor organizations in the local area, then by other organizations or representatives of employees.

C. For adult education and training the Department of Elementary and Secondary Education's (DESE) Division of AEL, as a core partner under WIOA, shall nominate this representative in consultation with the Local WDB prior to submitting the name to the Council of Local Elected Officials ("CLEO").

D. The Wagner-Peyser representative shall be nominated by the Missouri Division of Workforce Development, in consultation with the Board, prior to submitting the name to the CLEO.

E. The Division of Vocational Rehabilitation ("DVR"), in consultation with the Board, shall nominate the Rehabilitation representative prior to submitting the name to the CLEO.

F. The Department of Social Services shall nominate this representative, in consultation with the Board, prior to submitting the name to the CLEO.

G. All other members of the Board shall be nominated by the organization or entity they represent.

Section 3. APPOINTMENT AND REMOVAL

A. Upon receipt and consideration of nominations and pursuant to the WIOA and applicable State criteria, CLEO shall make all appointments to the Board.

B. The Board may make recommendations to the CLEO for appointment of members. This does not preempt the rights or obligations of the CLEO to retain the power to appoint members on his or her own recommendation.

C. The Board may make recommendations to the CLEO for removal of a member for failure to perform the duties of a Board member. This does not preempt the rights or obligations of the CLEO to retain the power to remove members on his or her own recommendation. Recommendation for removal may be based on the following:

(1) Three (3) consecutive unexcused absences from regularly scheduled meetings of the Board without excuse from the Chairperson may constitute a de facto resignation of the Board member. A member may satisfy the requirements of this paragraph by sending notice of their inability to attend in person or by phone by contacting the Executive Director of the ORWDB.

(2) Should a Board member cease to represent the category to which he/she was appointed to fill on the Board through change in status, they shall tender their written resignation to CLEO and Board's Chair within thirty (30) days of the date that they ceased to represent the membership category to which they were appointed so that the CLEO may make a new appointment.

(3) In the event that a Board member becomes unable to perform his/her duties on the Board.

(4) In the event a Board member is declared of unsound mind by a Court of Competent Jurisdiction or is convicted of a felony or crime of moral turpitude, their term of office as a Member shall be immediately terminated and a notice shall be provided to the CLEO so that a new appointment may be made to fill the vacated seat.

Section 4. TERM OF APPOINTMENT

A. The Members of the Board shall serve staggered terms and of those members initially appointed, twelve (12) members shall serve two (2) years, and eleven (11) members shall serve one year. Thereafter, members appointed to the Board shall serve two (2) year terms, without any limitation on the number of terms served, except vacancy appointees who shall serve the remaining term of their predecessor. Notwithstanding, all members serve at the pleasure of the CLEO.

B. A Member who desires to be reappointed may be considered for appointment and shall not be required to go through the nomination process to be reappointed. If approved, the member may be reappointed. However, if the Member's term has expired and the Member has not been replaced or reappointed, he or she may continue to serve on the Board until his or her successor is appointed.

Section 5. RESIGNATION

When members deem it necessary to resign from their appointment to the Board, they shall tender their written resignation to the CLEO with copies to the Chair of the Board and to the Executive Director. Said member will be considered an active member until replaced by another individual. The CLEO shall appoint another individual to serve, for the remainder of the unexpired term, in accordance with Section 3 of this Article. If the Chair resigns, the Vice Chair shall serve as Acting Chair until a new Chair is elected by the Board.

Section 6. VACANCY

In the event of a vacancy, the Chair, through the Executive Director, shall notify the CLEO in writing as soon as possible, but not more than five business days after notification of a vacancy.The CLEO shall appoint another individual to serve. Members appointed to fill a vacancy shall serve the remainder of the unexpired term, in accordance with Section 3 of this Article.

Section 7. COMPENSATION

Members of the Board shall not receive compensation for their services.

ARTICLE III- FUNCTIONS AND DUTIES OF THE BOARD

The Board shall perform the functions and duties set forth in the agreement between the Board and the CLEO.

ARTICLE IV - OFFICERS

Section 1. OFFICERS

The Officers of the Board shall be the Chair, Vice-Chair, Secretary and Treasurer (if needed). If the Board determines that additional officers are necessary, then it may do so after an amendment to the bylaws.

Section 2. ELECTION

The Officers shall be elected every three years by a majority vote of all Board members present during the Annual meeting. Officers shall be selected according to the qualifications set forth under Section 4, below. The Officers shall take office immediately following vote. If for some reason the election is delayed, then the election shall take place at the next the regularly scheduled meeting and the Officers shall continue to hold their office until a successor is duly elected.

Section 3. VACANCIES

Any vacancy of an officer, either as a result of resignation or removal or death, may be filled by election at any regularly scheduled meeting of the Board and the vacancy shall be filled for the unexpired portion of the term.

Section 4. QUALIFICATIONS AND DUTIES OF THE OFFICERS

A. The Chair of the Board shall be selected from among the private sector business members on the Board. The Chair may sign, with any other proper officer of the Board thereunto authorized by the membership, any instruments which the Board has authorized to be executed; and in general, shall perform all the additional following duties:

(1) Preside over all regular, special, and Executive Committee meetings of the Board;

(2) Serve as Chair of the Executive Committee of the Board;

(3) Provide information for the preparation of the agenda for the Board meetings in consultation with the Board's Executive Director;

(4) Appoint all committee Chairs and committee members;

(5) Notify the CLEO when there is a vacancy or resignation of a Board member so that the CLEO may appoint a new member which notification may be delegated to the Executive Director.

(6) Assign and delegate responsibilities from time to time; and

(7) Represent the Board as appropriate at local, state, or national meetings at which the Board is required to be represented as appropriate.

B. The Vice Chair of the Board shall be selected from among the private sector members of the Board. In the absence of the Chair or the Secretary, or in the event of their inability to act, the Vice Chair will perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned by the Chair or the Board.

C. The Secretary shall be elected from any category of the Board's membership and shall be responsible for coordinating with staff to ensure that the Board's business is properly recorded, attendance at each meeting recorded, and that the agenda and minutes for each meeting is posted on Board's website pursuant to the Sunshine Act. The Secretary shall perform such other duties as from time to time may be assigned by the Chair or the Board.

D. The Treasurer shall be elected from any category of the Board's membership and shall be responsible for coordinating with staff to ensure that the Board's finances are properly recorded.

E. The Officers shall serve a term of three years, which shall be renewable for additional three-year terms.

ARTICLE V – MEETINGS

Section 1. REGULAR MEETING TIME AND PLACE

Regular Board meetings shall be held a minimum of six times per fiscal year. Meetings shall be open to the public, publicly noticed, and posted twenty-four hours in advance in accordance with the Missouri Sunshine Law. Copies shall be available to the public that attends the meeting.

The Agenda of any meeting shall be included with the notice and shall be posted pursuant to Federal, State, and local laws on the City's public meeting webpage and the Board's website.

Section 2. SPECIAL MEETINGS

Special meetings may be called by the Chair or by a majority of the Executive Committee, or a majority of the members of the Board for such purposes as identified within the notice of the meeting. Notice of all special Board meetings shall be given at least three days previous thereto, by written communication, delivered personally or electronically to each member at his/her business address. The agenda of any meeting shall be included with the notice and shall be posted pursuant to Federal, State and local laws on the City of Springfield (COS) public meeting webpage.

Section 3. ANNUAL MEETINGS

The Annual Meeting shall count as one of the six (6) meetings held per fiscal year. The Annual Meeting shall be for the purpose of electing officers, making appointments to the Executive Committee and any other business that may arise.

Section 4. QUORUM

A. A simple majority of the members shall constitute a quorum for the transaction of all Board business. Board member meeting attendance may be facilitated through the use of conference calls or teleconferences and members attending via teleconference shall be included in the count when determining whether a quorum has been seated. Board minutes shall reflect those members on conference calls or teleconferencing. A meeting at which a quorum is initially established may continue to transact business or to discuss business if the quorum is not maintained due to the withdrawal or departure of members. Requirements of the Sunshine Law regarding open meetings shall be met at all times including when members attend by teleconference.

B. For purposes of conducting standing or ad hoc committee meetings a quorum will consist of at least three ORWDB members.

Section 5. MANNER OF VOTING

Each member of the Board shall be entitled to one vote on an action. No member of the Board shall cast a vote on which he or she has a conflict of interest, as provided under the conflict of interest and ethics paragraph of these bylaws. Action brought before the Board shall be resolved by a vote of a simple majority of the members voting, provided a quorum is present at the beginning of the meeting.

A. Voice Voting. Voice voting shall be used at all times to decide ORWDB questions with the exception of the roll call voting. Upon the "Call-to-Question" the Chair will have those Board members who wish to vote for passage to say "Aye" and those who wish to vote for non-passage to say "Nay." The majority will decide the question.

B. Roll Call Voting. At the discretion of the Chair or when required by law, roll call voting may be required. Upon the "Call-to-Question," after a motion and second, the Secretary shall "Call the Roll" by individually naming those Board members present. A Board member, upon hearing his or her name, shall cast his or her vote by saying "Aye" for passage, "Nay" for no passage, or "Abstain" for no vote. The Secretary will record and certify the votes on an appropriate record and report the outcome of the vote to the Chair.

C. Conference Calls. When using a conference call option discussed above, the vote cast by those members not in the meeting room shall be identified and included within the minutes as in Roll Call Voting.

D. Proxy. Voting by proxy is permitted at any meeting. Proxy must be given to the Board Chair in writing prior to any vote or meeting.

Section 6. CONFLICT OF INTEREST

A. WIOA Conflict of Interest Provisions. Board members and members of a Standing Committee or Ad Hoc Committee of the Board are subject to WIOA Sec. 107(h), which prohibits conflicts of interest. Specifically, a member of a local Board or a member of a standing committee may not:

(1) Vote on a matter under consideration by the local board-

(a) Regarding the provision of services by such member (or by an entity that such member represents regardless of whether the member or organization they represent will realize a pecuniary benefit); or

(b) That would provide direct financial benefit to such member or the immediate family of such member; or

(2). Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State Plan.

B. Additionally, members who are selected as business representatives cannot be an employee for a governmental entity or a public sector organization.

C. All Board and committee members may be subject to other State and local conflict of interest laws.

These provisions should not be construed to prohibit ORWDB members from training or employing WIOA participants.

D. Conflict of Interest Notice Procedure/Voting Abstention. When an Agenda item arises with which any Board or Committee member has a conflict, the member shall declare their conflict and refrain from participating in any discussion related to that item and shall abstain from voting on issues and matters that will result in a real or apparent conflict of interest. Abstentions and the reasons of the conflict should be duly recorded in the minutes of the meeting.

Section 7. ETHICS

Members of the Board are expected to avoid unethical behavior in the course of performing their official duties. Members are expected to not only avoid any impropriety, but also to avoid the appearance of impropriety whether or not any actually exists. Members must avoid using their position for private gain, giving preferential treatment to any person or entity, losing their independence or impartiality in making decisions or acting in any way that might erode public confidence in the integrity of the Board.

Section 8. RECORDKEEPING

The Board shall maintain, at its principal office, permanent records of the minutes of all formal meetings of the Board and its committees, a record of all actions taken by the Board without a meeting, and a record of all actions taken by standing and special committees of the Board.

ARTICLE VI- STANDING AND SPECIAL COMMITTEES

Any member of the Board can attend any committee meeting and their presence and vote shall count towards meeting the quorum requirements.

Section 1. CREATION OF STANDING COMMITTEES

The standing committees of the Board shall be the Executive Committee, the Workforce Strategic Planning & Oversight Committee, Finance Committee, Marketing/State of the Workforce Committee, and the Youth Committee. The CLEO and the Board may create special committees, ad hoc committees, task forces, or similarly designated groups as deemed necessary or desirable. Any Committee so appointed shall have the powers and authority as is explicitly delegated by the Board in these Bylaws or by the Chair as described below.

Section 2. GENERAL COMMITTEE RULES

The following rules shall apply to all standing and ad hoc committees of the Board:

A. The Board’s Chair shall appoint committee chairs and the members of each standing committee. Committee Chairs shall be selected from any sector of the Board. The Board's Chair shall serve as the Chair for the Executive Committee. Committee co-chairs may be from any category of board membership.

B. In addition to appointed members, any Board member may serve on any committee. All Board members shall select a committee following their Board orientation meeting.

C. Committee membership shall include private sector business and public-sector, representatives and may include individual who are not Board members who the Chair or the CLEO determines have appropriate experience and expertise. All members of a committee shall be afforded voting privileges for that committee. Board members shall constitute the majority of committee members.

D. Committees may move any matter before their committee so long as three (3) members are present of which two (2) shall be Board members.

Section 3. EXECUTIVE COMMITTEE

The Executive Committee membership shall consist of the Chair, the Vice Chair, the Secretary, the Treasurer (if needed), Executive Director, the Chair of each standing committee, the immediately past two (2) board chairs if they are still on the Board, and two-voting members as nominated and elected by the full Board. The Executive Committee shall be responsible for making recommendations to the Board on policies necessary to address the workforce issues in the Workforce Development Area. The Executive Committee shall be authorized to conduct matters of routine minor business for the WDB when it is not feasible for the full WDB to be convened, not to include contracts or awarding of funds. The Executive Committee shall also identify potential nominees on an on-going basis for current and future Board vacancies, assist the Executive Director and Board's Chair in setting the Board's meeting agenda as well as delegate specific program funds to go under specific committee oversight.

In general, all matters should first be presented to the Executive Committee for their recommendation prior to being heard by the Board except where time is of the essence and the matter did not come up prior to the Executive Committee meeting immediately preceding the Board meeting.

Section 4. THE WORKFORCE STRATEGIC PLANNING & OVERSIGHT COMMITTEE

The Workforce Strategic Planning & Oversight Committee shall:

A. Provide policy recommendations concerning all employment training services including supportive services, etc. including youth and employer services;

B. Provide oversight over local performance measures, and monitor performance outcomes;

C. Consider Eligible Training Provider Applications including courses of training prior to submission to the Executive Committee and Board for approval;

D. Address policies related to skills gaps, education, and credential needs of the workforce system participants for incorporation into Board policy;

E. Consider and review one-stop, one-stop operator, and youth provider performance outcomes, and make recommendations to the Executive Committee, the Board, and the CLEO to continue applicable agreements, one-stop and one-stop operator models, and new applicable agreements based on recommendations from Request for Proposal review committees;

F. Make recommendations to the Executive Committee, Board and CLEO with respect to program policies required to be approved by the Board or the Board and the CLEO;

G. Review and recommend acceptance of the four (4) year Plan and any intermediate modifications by the Executive Committee, Board, and the CLEO, including the conduct of hearings as a part of the Plan submission process for State approval; and

H. Such other business as assigned by the Board Chair.

Section 5. FINANCE COMMITTEE

The Finance Committee shall:

A. Conduct fiscal oversight of the Board in conjunction with the CLEO by reviewing all internal, external, State, and federal monitoring reports along with the corrective action taken with respect to findings and observations and recommend acceptance to the Executive Committee, Board, and the CLEO.

B. Consider and recommend acceptance of the annual 2 CFR 200 Part F audit to the Executive Committee, the Board, and the CLEO.

C. Consider and recommend acceptance of the COS annual budget to the Executive Committee, the Board and the CLEO.

D. Consider and make recommendations to the Executive Committee, Board and CLEO regarding:

1. Requests to transfer funds from the WIOA Dislocated Worker Funding stream to the Adult Funding stream and from the Adult Funding Stream to the Dislocated Worker Funding Stream;

2. Infrastructure Agreements related to the one-stop memoranda of understanding;

3. Quarterly reviews of actual vs. budgeted expenditures; and

4. Policies applicable to competing for discretionary grant funds.

E. Such other matters as may be assigned by the Chair or the CLEO.

Section 6 Youth Committee

A. This committee has primary responsibility for the development and oversight of WIOA-funded youth activities operating within the Ozark Region. At least one committee member shall be from a Community Based organization

Section 7 Marketing Committee/State of the Workforce

A. Assignments as determined by the WDB Chair.

B. State of the Workforce has primary responsibility for development of the annual Momentum survey and planning associated event.

C. Responsible for public relations and marketing plan for the Workforce Development Board.

Section 8. AD HOC COMMITTEES

Committees appointed by the Chair for specific tasks shall be considered dismissed as soon as final action is taken by the Board or until the Chair determines that that the Committee is dismissed. The Board's Nominating Committee shall be convened as necessary for the election of WDB officers.

ARTICLE VII- PROCUREMENT

To accomplish its procurement responsibilities under WIOA, the Board shall follow 2 CFR 200.318 through 200.326 and any other applicable Federal or State regulations.

ARTICLE VIII -NON-DISCRIMINATION

The Board shall not discriminate against any employee, agent or provider of consulting or contract services, or applicant for employment, agency or consulting or contract services on the basis of race, color, religion, gender, age, national origin, disability, or veteran status. It shall be the policy and practice of the Board to comply fully with federal and state laws, regulations, and requirements in respect of non-discrimination, affirmative action, equal employment and civil rights.

ARTICLE IX - AMENDMENTS

These bylaws may be amended at any regular meeting of the Board with prior written notice having been given to all members of the Board at least five (5) days in advance. Approval of any amendment to the bylaws requires the affirmative vote of two-thirds of the members present and voting at a meeting at which a quorum is present and the approval by the CLEO.

ARTICLE X - SEVERABILITY

If any provisions of these bylaws shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable, and the remainder of the bylaws shall remain in full force and effect.

ARTICLE XI - PARLIAMENTARY PROCEDURE

The rules contained in the current edition of Robert's Rules of Order shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these by-laws and any statutes applicable to this Board.

ARTICLE XII - INDEMNIFICATION

A. Indemnification in Third Party Proceedings. The Board shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Board) by reason of the fact that he/she is or was a representative of the Board, or is or was serving at the request of the Board as a representative ofanother Board, Board, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such inaction, suit or proceeding if he/she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Board, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shallnot of itself create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Board, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

B. The Board shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Board to procure a judgment in its favor by reason of the fact that he/she is or was a representative of the Board, or is or was serving at the request of the Board as a representative of another against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Board; except that no indemnification shall be made in respect of any claim, issue or matter as towhich such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Board unless and only to the extent the Court having jurisdiction over the matter or such other court shall deem proper.

C. Mandatory Indemnification. Notwithstanding any contrary provision of these By-laws, to the extent that a representative of the Board has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in either paragraph A or B immediately above, he/she shall be indemnified against expenses (including attorneys' fees) accurately and reasonably incurred by him/her in connection therewith.

D. Indemnification of Former Representatives. Each such indemnity may continue as to a person who has ceased to be a representative of the Board and may inure to the benefit of the heirs, executors, and administrators of such person.

E. Each person who shall act as an authorized representative of the Board shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

F. Insurance - The Board shall have the power to purchase and maintain on behalf of any person who is or was a Director, employee or agent of the Board or is or was serving at the request of the Board as a Director, Officer, employee or agent of another Board, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any capacity or action rising out of such person's status as such, whether or not the Board would otherwise have the power to indemnify such person against such liability.

ARTICLE XIII - DISSOLUTION

Upon the dissolution of the corporation, the Board shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, religion or scientific purposes as shall qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board shall determine. Any such assets not so disposed of shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization(s), as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XIV -ADOPTION AND EFFECTIVE DATE

These Bylaws shall become effective immediately upon the adoption by the Board.

14/04/25

Date

ORWDB Chair

17/04/25

Thomas H. Douglas

Date

ORWDB Vice-Chair

Revision approval date 08/02/2023
Revision approval date 04/02/2025

ORWDB BYLAWS 2025

Final Audit Report 2025-04-17

Created:	2025-04-14
By:	Madeline MacNeil (maddy.macneil@springfieldmo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoOIeISKQZeKuKqW5abH7Z71wXC23d6x4

"ORWDB BYLAWS 2025" History

Document created by Madeline MacNeil (maddy.macneil@springfieldmo.gov)
2025-04-14 - 5:46:41 PM GMT

Document emailed to Andrea Sitzes (asitzes@arvest.com) for signature
2025-04-14 - 5:46:46 PM GMT

Document emailed to THOMAS DOUGLAS (tdouglas@jmark.com) for signature
2025-04-14 - 5:46:47 PM GMT

Email viewed by Andrea Sitzes (asitzes@arvest.com)
2025-04-14 - 5:47:06 PM GMT

Document e-signed by Andrea Sitzes (asitzes@arvest.com)
Signature Date: 2025-04-14 - 9:04:25 PM GMT - Time Source: server

Email viewed by THOMAS DOUGLAS (tdouglas@jmark.com)
2025-04-17 - 8:05:00 PM GMT

Document e-signed by THOMAS DOUGLAS (tdouglas@jmark.com)
Signature Date: 2025-04-17 - 8:07:52 PM GMT - Time Source: server

Agreement completed.
2025-04-17 - 8:07:52 PM GMT

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 1st day of July, 2023.

CLIENT	**CONSULTANT**
OZARK REGION WORKFORCE DEVELOPMENT BOARD, INC. 2900 EAST SUNSHINE, SPRINGFIELD, MO 65804 **-AND-** OZARK REGION WORKFORCE DEVELOPMENT BOARD, INC-COUNCIL OF LOCAL ELECTED OFFICIALS ____________________ (individually and collectively the "Client")	Bill Skains 805 Mockingbird Lane, Branson, MO 65616 (the "Consultant")

BACKGROUND

A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.

B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
    - Act as a consultant of the Ozark Region Workforce Development Board, Inc., hereafter known as ORWDB.;
    - THAT, WHEREAS, the ORWDB desires to engage the Consultant to render certain technical and professional services hereafter described.;

- The consultant will serve as a point of contact and subject matter expert to the ORWDB in reviewing and disseminating all incoming directives from the Missouri Director of the Office of Workforce Development and its staff.; and
- The consultant will attend all Finance Committee Meetings, Executive Committee Meetings, Planning and Oversight Committee Meetings, Council of Elected Official Meetings and Full Board Meetings to guide and advise the ORWDB of any and all matters that come before the board..

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2027, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

6. The Consultant will charge the Client for the Services at the rate of $300.00 per month (the "Compensation").

7. The Client will be invoiced every month.

8. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

9. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:

- The consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement unless approved by the board. This would include mileage and travel expenses.

CONFIDENTIALITY

10. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

11. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

12. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

14. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

17. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

18. In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

19. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

20. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

21. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. OZARK REGION WORKFORCE DEVELOPMENT BOARD, INC.
2900 EAST SUNSHINE, SPRINGFIELD, MO 65804

b. OZARK REGION WORKFORCE DEVELOPMENT BOARD, INC-COUNCIL OF LOCAL ELECTED OFFICIALS

____

c. Bill Skains
805 Mockingbird Lane, Branson, MO 65616

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSES

24. The initial contract is for a five year term expiring June 30, 2027. The contract will be renewed annually each fiscal year beginning July 1, 2023 and each year thereafter until the five year term expires Jun 30, 2027 unless cancelled prior to the final expiration date of the contract.

25. This contract has been approved by the Ozark Region Workforce Development Board, Inc and the Council of Local Elected Officials to continue the agreement for the fiscal year beginning July 1, 2023.

MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

28. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

SEVERABILITY

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of July, 2023.

Susan Johanson

OZARK REGION WORKFORCE
DEVELOPMENT BOARD, INC.

OZARK REGION WORKFORCE
DEVELOPMENT BOARD, INC-COUNCIL OF
LOCAL ELECTED OFFICIALS
Per: Bob Dixon
Officer's Name: Bob Dixon

William L. Skains Jr.

Bill Skains

Matt Morrow
President

Springfield Area Chamber of Commerce

"Everywhere Should Be Like This"

March 21, 2025

Andrea Sitzes, Chair
Ozark Region Workforce Development Board
Missouri Career Center
1660 N. Campbell Ave.
Springfield, MO 65803

Dear Andrea:

I am pleased to recommend Saul O'Dell to serve on the Workforce Development Board. I believe Saul's expertise and perspective would add significant value to the board in many ways.

Saul is a skilled and experienced professional with over two decades in the construction industry in southwest Missouri. From starting as a union carpenter to his current role as lead project manager, Saul has gained invaluable insight into the workforce needs of the trades. His personal journey—from taking a one-way ticket to New Orleans to pursue a trade, to leading major projects—demonstrates his dedication, work ethic, and deep understanding of the opportunities available in the trades. Saul is passionate about giving back to the community where he was raised and where his family continues to grow. He is eager to mentor and encourage youth considering careers in the trades and to offer his unique perspective on community development initiatives.

The Springfield Area Chamber of Commerce is proud to continue promoting the efforts of the Missouri Career Center and the Ozark Region Workforce Development Board, and I am confident Saul will be a true asset to the board.

Sincerely,

Matt Morrow
President & CEO

John Q. Hammons Enterprise Center • 202 South John Q. Hammons Parkway • PO Box 1687 • Springfield, Missouri 65801-1687
417.862.5567 • fax: 417.862.1611 • email: matt@springfieldchamber.com • www.springfieldchamber.com • @matt_morrow